



**Kurt E. Floren**  
Agricultural Commissioner/  
Director of Weights and Measures

## ***COUNTY OF LOS ANGELES***

***Department of  
Agricultural Commissioner/  
Weights and Measures***

***Pest Exclusion and Produce Quality  
12300 Lower Azusa Road  
Arcadia, California 91006  
<http://acwm.co.la.ca.us>***

**Robert G. Atkins**  
Chief Deputy

February 16, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AGREEMENT # 05-0288 WITH THE CALIFORNIA DEPARTMENT OF  
FOOD AND AGRICULTURE FOR THE FOLLOWING CONTRACT:  
HIGH RISK PEST EXCLUSION, SUDDEN OAK DEATH, NURSERY STOCK  
INSPECTION, SEED SERVICES PROGRAM  
(ALL DISTRICTS) (3-VOTES)**

### **IT IS RECOMMENDED THAT YOUR BOARD**

Authorize the Agricultural Commissioner/Director of Weights and Measures (ACWM) to execute the terms of contract agreement #05-0288 in the amount of \$625,799.03, with the California Department of Food and Agriculture (CDFA):

To continue the High Risk Pest Exclusion Program (HRPE)

To continue the Sudden Oak Death Program (SOD)

To Continue the Nursery Stock Inspection Program

To Continue the Seed Services Program

***Protecting Consumers and the Environment Since 1881  
To Enrich Lives Through Effective and Caring Service***

2. Approve and instruct the Commissioner, on behalf of the Mayor, to sign the attached agreement #05-0288 with CDFA to continue the High Risk Pest Exclusion, Sudden Oak Death, Nursery Stock Inspection, and Seed Services Programs, effective July 1, 2005 through June 30, 2006.
3. Authorize the ACWM to amend the contract agreement in an amount not to exceed 15% of the original contract.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

This is the first year four contracts have been combined by CDFA. In the past several years, your Board has approved HRPE and SOD as separate contracts. Contract #05-0288 combines HRPE and SOD, and adds Nursery Stock Inspection and Seed Services Programs. Approval of the recommended actions will enable the ACWM to continue the four programs.

The County HRPE Program provides for the inspection of trucks carrying nursery plants and air freight terminals for agricultural commodities, such as plants, flowers, and produce. Preventing pest introductions reduces the need for pest eradication, and reduces the need for new pesticide applications in Los Angeles County.

The SOD Control Program protects plant growing nurseries, Los Angeles County's number one agricultural industry, and native oak trees against the spread of a fungal disease, *Phytophthora ramorum*. The program requires the inspection of all nursery stock destined for shipment. Infested nurseries are placed under quarantine and plants which test positive for the disease are destroyed.

The Nursery Stock Inspection Program protects consumers against economic losses resulting from the sale of pest infested nursery stock. The program requires the routine inspection of all wholesale nurseries.

The Seed Services Program protects consumers against mislabeled packaged seed by inspecting registered seed labelers. These labels provide accurate plant variety, weed presence, and germination percentage information.

### **Implementation of Strategic Plan Goals**

Awarding the contract meets the County's Strategic Plan goal of Service Excellence:

Continuing the High Risk Pest Exclusion Program significantly reduces the risk of new pest introduction, which reduces the need for pesticide applications against new pests in the County.

Continuing the SOD Control Program provides *Phytophthora ramorum* detection and eradication and facilitates the wholesale shipment of nursery plants from the County.

Continuing the Nursery Program provides a second line of defense by detecting exotic pests and eradication, and provides plants that are substantially free of common pests at wholesale nurseries throughout the County.

Continuing the Seed Services Program verifies and ensures compliance of packaged seed with laws and regulations at registered seed labelers in the County. These labels provide accurate species, variety, purity, and germination information to consumers.

### **FISCAL IMPACT/FINANCING**

Under this agreement, CDFA will provide funding in the amount of \$625,799.03 for work performed by ACWM from July 1, 2005 through June 30, 2006. The total contractual amount will be broken down among the four individual programs as follows:

High Risk Pest Exclusion (HRPE)	\$345,600.00
Sudden Oak Death (SOD)	\$250,000.64
Nursery Inspection Stock	\$ 30,198.39
Seed Services	\$ 4,398.35

There is no effect on the Department's Net County Cost for HRPE, SOD, and Seed Services. All costs associated with these three programs are 100% funded through these contracts.

The Nursery Stock Inspection Program is 25% funded by this contract, as it has been for the past 20 years.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The HRPE Program has funding authority provided by California Food and Agricultural Code (FAC) section 2282.5, which also specifies and mandates that high-risk pest exclusion activities be enhanced first. In Fiscal year 2004-05 this program suffered severe cuts because of the State budget crisis. It was reduced from near \$1.5 million to \$272,141. The increase this year of \$73,459, is due to a negotiated redistribution of the remaining funds by California Department of Food and Agriculture and California Agricultural Commissioners and Sealers Association. The remaining funds were divided between Los Angeles and San Mateo Counties to provide inspections of incoming plant material at LAX and San Francisco International Airports.

The SOD Program prevents the spread of SOD to non-infested areas of the United States, pursuant to the United States Department of Agriculture's Plant Protection Act, and FAC sections 6302 and 6303 for standards of nursery cleanliness. Nurseries may not ship regulated host plants interstate to uninfested areas until they have been inspected and it is determined there is no evidence of SOD infestation.

In fiscal year 2004-05 your Board approved two contracts for SOD for a total of \$437,313. We recovered \$309,704 of that amount. The money was budgeted and spent to survey susceptible plants in nurseries for the disease and when plants were found infested, to isolate and destroy them to prevent the disease from spreading. In 2004-05 there were several nurseries found to be infested and many plants had to be destroyed. This year's survey and eradication work should require much less time and labor, hence the lower contract amount.

The Nursery Stock Inspection Program regulates nurseries, as required by FAC section 6303 and The Memorandum of Understanding (MOU) between CDFA and the California Agricultural Commissioners and Sealers Association, dated May 20, 2003.

The Seed Services Program regulates the marketing of seeds to ensure that label information is accessible and accurate, as required by FAC section 52288, the California Seed Law.

County Counsel has approved the contract as to form.

**IMPACT OF CURRENT SERVICES (OR PROJECTS)**

The proposed recommendation:

Will continue the High Risk Pest Exclusion Program to prevent the introduction of exotic pests. This also reduces the need for pest eradication efforts and reduces the need for new pesticide applications.

Will continue the Sudden Oak Death Program to perform inspections at wholesale nurseries for the presence of SOD. Without inspection, nursery growers would be prohibited from shipping SOD host material interstate from California and within the state, resulting in a substantial financial loss to the county's plant producing nurseries.

Will continue the Nursery Stock Inspection Program to protect consumers from plants infested with common pests, prevent the introduction of new agricultural pests, and certify nursery stock destined to other counties and states.

Will continue the Seed Services Program to ensure that packaged seed labels provide readily accessible and accurate information for consumers, assuring correct crop varietal name, freedom from weeds, germination percentages, and sell-by date.

**CONCLUSION**

When approved, please return to this Department the minute order directing the Commissioner to sign. The Department will forward copies to the CDFA Contracts Office.

Respectfully submitted,



Kurt E. Floren  
Agricultural Commissioner/  
Director of Weights and Measures

Attachment  
KEF:RGA:PJD:pd

c: Chief Administrative Officer      County Counsel

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

**DEPARTMENT OF FOOD AND AGRICULTURE**

CONTRACTOR'S NAME

**COUNTY OF LOS ANGELES**

2. The term of this

Agreement is: July 1, 2005 Through June 30, 2006

3. The maximum amount **\$625,799.03**

of this Agreement is: Six Hundred Twenty-five Thousand Seven Hundred Ninety-nine Dollars and Three Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work

1 Page(s)

Attachment 1 - Seed Services Program, 5 pages

Attachment 2 - Nursery Stock Inspection, 1 page

Attachment 3 - Sudden Oak Death, 57 pages

Attachment 4 – High Risk Pest Exclusion Activities, 7 pages

Exhibit B – Budget Detail and Payment Provision

1 Page(s)

Exhibit C – General Terms and Conditions – GTC 304

3 Pages

Check mark one item below as Exhibit D:

☒ Exhibit D-Special Terms and Conditions  
(Attached hereto as part of this Agreement)

1 Page(s)

☐ Exhibit D\*-Special Terms and Conditions

**APPROVED AS TO FORM  
RAYMOND G FORTNER, JR., County Counsel**

5. Name of Program: Pest Exclusion County Work

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

California Department of General  
Services Use Only

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

**COUNTY OF LOS ANGELES**

BY (Authorized Signature)

DATE SIGNED)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

12300 Lower Azusa Road, Arcadia, CA 91006

STATE OF CALIFORNIA

AGENCY NAME

**DEPARTMENT OF FOOD AND AGRICULTURE**

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

**PAULA LEWIS, ACQUISITIONS MANAGER**

## EXHIBIT A

### SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

The County shall provide services for the following Pest Exclusion Programs, Seed Services Program, Nursery Stock Inspections, High Risk Pest Exclusion Activities, and Sudden Oak Death. This work shall be according to and as determined by various California Code of Regulations and various Food and Agriculture Codes.

"AB 1896 is hereby incorporated by reference, and a Contractor's failure to comply shall be deemed a failure of consideration."

2. The contract managers for this Agreement are:

#### **FOR THE COUNTY of LOS ANGELES**

Name:	Kurt Floren
Section/Unit:	Agricultural Commissioner
Address:	12300 Lower Azusa Road
City/Zip:	Arcadia, CA 91006
Phone:	(626) 575-5451

#### **FOR THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE**

<b>FOR THE SEED PROGRAM</b>	<b>FOR THE NURSERY PROGRAM</b>
Name: John Heaton	Name: Charlotte Vermeulen
Section/Unit: Nursery Program	Section/Unit: Nursery Program
Phone: 916/ 654-0435 x 3017	Phone: 916/ 654-0435 x 3609

<b>FOR SUDDEN OAK DEATH</b>	<b>FOR HIGH RISK PEST EXCLUSION</b>
Name: Marcie MacFarland	Name: Donnie Erevello
Section/Unit: Interior Program	Section/Unit: Pest Exclusion
Phone: 916/ 654-0317	Phone: 916/ 654-0312

<b>THE DEPARTMENT OF FOOD AND AGRICULTURE</b>	
Address:	Pest Exclusion Branch 1220 N Street, 3rd floor
City/Zip:	Sacramento, CA 95814

The County will be reimbursed for the following programs.

THE SEED PROGRAM - to be paid Pursuant to the Food and Agriculture Code Sections 52323-52325

THE NURSERY PROGRAM - \$30,198.39

SUDDEN OAK DEATH - \$250,000.64

HIGH RISK PROGRAM - \$345,600.00

Total contract amount \$625,799.03

3. See the Attachments to this Scope of Work for a detailed description of work to be performed and duties of all parties.

## SEED SERVICES PROGRAM

### COUNTY SUBVENTION

WITNESSETH: that the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State all services, materials, labor and equipment necessary to perform the work required under this Agreement.

The Department, as provided in Section 52323, Food and Agricultural Code, shall pay annually, in arrears, up to one hundred twenty thousand dollars (\$120,000), to counties as a subvention for cost incurred in the enforcement of the California Seed Law.

This agreement is made and entered into as provided by Section 52325, Food and Agricultural Code by and between the County Agricultural Commissioner (hereafter called Commissioner) and the Department of Food and Agriculture (hereafter called Department).

The term of this Agreement shall be for the period of July 1, 2005 through June 30, 2006 for work completed in July 1, 2005 through June 30, 2006.

The total amount payable to the counties under this agreement shall not exceed \$120,000, which shall be apportioned to the counties on the basis of units of activity. If needed, the individual amount apportioned to any particular county can be adjusted by an incremental amount reflective of the total units of activity reported by all participating counties according to the terms of the agreement.

The parties agree to comply with the terms and conditions of the following Exhibits, which by this reference are made a part of this Agreement:

- Exhibit A – Scope of Work
- Exhibit B – Annual Memorandum of Understanding
- Exhibit C – Performance Measures
- Exhibit D – Payment Special Terms and Conditions

The CDFA project manager during the term of this Agreement shall be John Heaton, 1220 N Street, Room A-372, Sacramento, California 95814. The telephone number is (916) 654-0435.

(See next page for Exhibit A, Scope of Work.)

**EXHIBIT A****SCOPE OF WORK FOR 2005-2006**

- The Commissioner agrees to enforce Chapter 2, Division 18, of the Food and Agricultural Code, known as the California Seed Law, and perform enforcement activities necessary to maintain a statewide compliance level of 85 percent on all agricultural and vegetable seed in the County. This statewide compliance level is subject to review by the Department, and adjustments, if needed, will be made after consultation with the California Agricultural Commissioners and Sealers Association.
- The Commissioner agrees that the subvention amount shall be annually apportioned, as provided by Section 52324. The apportionment shall be based upon the units of activity generated by registered seed labeler operations, prior year performance of enforcement activities and shall be set forth annually in a Memorandum of Understanding identified as Exhibit A and by this reference made a part hereof.
- The Commissioner agrees to report monthly enforcement activity on Division of Plant Health and Pest Prevention "Seed Inspection form, Report Number 6".
- The Commissioner agrees to forward to the Department, on or before October 15, 2006, a summary of locations inspected and dates of inspection for the prior fiscal year, 2005/06.
- The Commissioner agrees that inspection of registered seed labeler operations and determination of label compliance shall be the units of enforcement activity used to monitor the Memorandum of Understanding "Exhibit B" and the Performance Standards "Exhibit C" and to determine the annual apportionment.
- The Commissioner additionally agrees, that upon completion of the review and evaluation process of work completed, the Department shall calculate and prepare an invoice that will, upon signing by both parties, amend the contract from \$0.00 to the apportionment.

**EXHIBIT B****ANNUAL MEMORANDUM OF UNDERSTANDING**

On or before September 15, 2006, the Department shall establish, in a Memorandum of Understanding, the total units of activity and apportionment as follows:

1. After discussion with the Commissioner, each registered seed labeler operation within the County will be assigned from one (1) to four (4) units of activity. Assigned units of activity take into consideration the number of lots and kinds of seed labeled by the operation within the County.
2. Assigned units of activity are then totaled for the County.

## EXHIBIT C

### PERFORMANCE STANDARDS

The Commissioner agrees that the subvention amount received shall be based on annual performance of enforcement activities necessary to carry out the California Seed Law. These standards are:

1. Inspection of premises and seed lots - One (1) or more inspections of each Registered Seed Labeler operation or Distribution Center listed on a County's Units of Activity will be conducted. Inspection of locations where seed is offered for sale but not listed on the Units of Activity is encouraged.
2. Label Compliance - Three or more labels will be evaluated per unit of activity. Because of differences in operations, checking for label compliance may be averaged for all locations within the County.
3. In order to assist the seed industry in achieving and maintaining compliance with the California Seed Law, labels on the following types of seed should be given priority.
  - a. Agricultural and vegetable seed grown, conditioned, packaged, or repackaged at local operations.
  - b. Agricultural and vegetable seed of kinds utilized by farm plantings within the County.
  - c. Grass (lawn) seed kinds are limited annually to not more than fifteen (15) labels from a single Distribution Center, and not more than five (5) labels, from each County of grass seed offered for sale by retail merchants for nonfarm use.
4. Stop-sales may be issued on seed labeled incorrectly or incompletely at inspection time. Stop-sales are encouraged on seed labeled by firms not registered to sell seed in California. Border Inspection Reports, also known as 008 Reports, should be reviewed to determine if the shipper and or receiver of seed is authorized to sell seed in California. Unauthorized sellers of regulated seed should be reported to the Seed Services Program.
5. Identify and report to Seed Services any new or previously unidentified seed labeling or selling operations in the county.
6. Assist growers and seed sellers by providing information about the mandatory dispute resolution process provided by Seed Services.
7. Participate in seed complaint investigations and on Investigative Committees when necessary.
8. Upon approval of arbitration procedures for seed complaints by the legislature, participate on arbitration panels when necessary.

**EXHIBIT D**  
**PAYMENT**  
**SPECIAL TERMS AND CONDITIONS**

Payment of the apportionment shall be made in arrears upon completion of the fiscal year.

1. All participating counties will receive not less than one hundred dollars (\$100), including counties with no units of activity (Minimum counties).
2. The dollar rate per unit of activity is determined by dividing the funds available for subvention (less the total minimum for each participating County) by the total statewide units of activity.
3. The apportionment that may be received is one hundred dollars (\$100) plus the County's total assigned units of activity times the dollar rate per unit of activity for the fiscal year.
4. Counties meeting or exceeding the performance standards\* will received the full apportionment as set forth in the annual Memorandum of Understanding or may receive an apportionment based on the dollar rate per label evaluated, whichever amount is greater.
5. Counties failing to meet the performance standards may receive less than the full apportionment. The Department, as provided in Section 52325 (b), may withhold a portion of the funds if performance standards have not been met. Reductions of the apportionment may be based on the dollar rate per label evaluated. In no case will a participating County receive less than one hundred dollars (\$100).
6. The dollar rate per label evaluated is determined by dividing the funds available for subvention (less the total minimum for each participating County) by the total label evaluated statewide.
7. The penalty (less) for failing to inspect an assigned location is the dollar rate per label evaluated, times 3, times the units of activity assigned to the location.
8. The payment that may be received based on the performance of enforcement activities is one hundred dollars (\$100) plus the County's total labels evaluated times the dollar rate per label evaluated except as otherwise provided. Labels evaluated in the fiscal year ending June 30, 2006 but documented with the Seed Services Program after August 10, 2006 will be applied toward the next fiscal year.
9. A summary of the enforcement activities (including details of the labels evaluated) and an evaluation of the work performed by the County will be prepared by the Department and forwarded, on or before December 15, 2006, for review by the County.
10. Upon acceptance and return to the Department by the County, the apportionment will be calculated and the invoice forwarded to the County for signature.

\*Counties may receive credit for extra labels evaluated if the statewide subvention is less than \$120,000.00 based on the total units of activity reported by all counties.



SEED INSPECTION REPORT

SUBMIT MONTHLY

COUNTY:	MONTH/YEAR:
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ENFORCEMENT OF THE CALIFORNIA SEED LAW				
ACTIVITY			NUMBER	HOURS
PREMISES INSPECTED				
LOTS INSPECTED				
STOP-SALE ORDERS ISSUED				
STOP-SALE ORDERS RELEASED				
NEW LABELERS IDENTIFIED OR REGISTERED				
LABELS EVALUATED				
SEED COMPLAINTS				
BORDER INSPECTION REPORTS WITH SEED SHIPMENTS EVALUATED				
LEGAL ACTION				
HEARINGS		COURT ACTION		
OFFICE	DIST. ATTY.	CITATIONS	CONVICTIONS	
TOTAL HOURS SEED LAW ENFORCEMENT				0

II. SEED CERTIFICATION		
ACTIVITY		
SAMPLES DRAWN		NUMBER
		HOURS
CERTIFIED MILLS INSPECTED		
HARVESTERS AND FIELD EQUIPMENT INSPECTED		
INTERCOUNTY PERMITS ISSUED		
TOTAL HOURS SEED CERTIFICATION		
		0
		0

III. MISC. ACTIVITY		
ACTIVITY		
SAMPLES DRAWN, SERVICE		NUMBER
		HOURS
SAMPLES DRAWN, US CUSTOMS		
TOTAL HOURS MISC. ACTIVITY		
		0
		0

\* Report Annual Cost Under Item 12, Annual Financial Statement

County of Los Angeles

### SCOPE OF WORK

Contractor agrees to provide to the California Department of Food and Agriculture (CDFA) all equipment and labor necessary to perform inspection and enforcement activities. The activities under this Agreement shall be completed within the timeframe outlined. Contractor shall inspect all nursery stock at all producer/wholesale nursery locations within the County. (Specifically not included is nursery stock in the first year of a two-year production cycle, plant materials in parent stock or propagative stock beds or blocks that are not to be inspected and nursery stock that is entered in one of the State's registration or certification programs and is inspected by State staff). Contractor to enforce all laws and regulations pertaining to nursery stock, including licensing requirements, in accordance with the Memorandum of Understanding between CDFA and the California Agricultural Commissioners and Sealers Association entitled "State-County Nursery Inspection Program". Contractor shall respond to complaints against retail nursery establishments.

The amount payable under this agreement shall not exceed \$30,198.39 based on 2452.96 reimbursable acres as reported by the Contractor. Contractor shall be paid on a per acre basis for inspection and enforcement activities at a rate of \$12.31 per reimbursable acre. [Contract acres = "Type 1" acres plus (1/4 x "Type 2" acres and 1/4 x "Type 4" acres).]

In addition, Contractor shall be paid \$50.00 for each new license secured and verified by inspection by the Contractor and \$50.00 for each renewed forfeited (delinquent) license secured by the Contractor. In addition, Contractor shall be paid a current hourly staff rate, not to exceed \$35.00 per hour, for nursery investigative work, provided such investigative work is approved in advance by the CDFA Nursery Program.

Payment shall be made quarterly in arrears upon submission and approval of an itemized invoice. Contractor shall submit an itemized invoice in arrears, in triplicate, referencing Contract Number 05-0288 and sent to:

California Department of Food and Agriculture  
Pest Exclusion Branch  
Nursery, Seed, and Cotton Program  
Attention: Patrick Thalken  
1220 N Street, Room A-372  
Sacramento, California 95814

This agreement shall not be considered effective unless signed by both parties and approved by the Department of General Services, if required.

## Scope of Work

### Sudden Oak Death Contracts for Regulated Counties July 1, 2005-June 30, 2006 FY 2005/2006

Contractor agrees to provide the services described herein:

The County agrees to perform the listed activities in order to:

- Implement the Federal Emergency Order Restricting Interstate Movement of Nursery Stock; and
- Conduct emergency response activities as a result of detections of *Phytophthora ramorum* in nurseries.

For each county, the scope of work will include, as appropriate, the activities described below:

1. Eradication
2. Trace-Forward/Trace-Back Investigation
3. Quarantine Enforcement
4. Other (communication, training, administrative support)

1) **Eradication**

All detections of *P. ramorum* in production/wholesale nurseries in regulated counties must be eradicated following the procedures outlined in the USDA Confirmed Nursery Protocol (**Appendix A**). Eradication activities include destruction, delimitation, and sanitation procedures, and trace forward and trace-back record auditing. Trace-forward procedures and eradication procedures at *P. ramorum* positive nurseries are outlined in Pest Exclusion Advisory 2-2005 (**Appendix B**).

2) **Trace-Forward/Trace Back Investigation**

Whenever *P. ramorum* is detected in a nursery, County Agricultural Commissioners will be supplied with trace-back records in an effort to determine the source of the infection. Trace-back activities include inspection of source nurseries for symptomatic plants, collection and submission of samples, and any other regulatory activities such as issuing hold notices and submitting inspection results to Sacramento Pest Exclusion. Trace-forward procedures are outlined in Pest Exclusion Advisory 2-2005 (**Appendix B**).

3) **Quarantine Enforcement**

The Federal Emergency Order Restricting the Interstate Movement of Nursery Stock (**Appendix C**) requires that all nurseries that ship plants interstate be inspected for symptoms of Sudden Oak Death (SOD) and, if shipping hosts and associated hosts, must be sampled and tested for *P. ramorum*. Regulatory activities associated with inspecting and sampling include issuing hold notices, processing samples for submission to Plant Pest Diagnostics Laboratory through the Laboratory Reservation System (instructions contained in Pest Exclusion Advisory 33-2004, **Appendix D**) and entering data into PDR database.

Qualifying host shipping nurseries will be issued a compliance agreement to ship hosts and associated hosts interstate. Qualifying non-hosts shipping nurseries may be provided an informational document regarding their authorization to ship non-hosts interstate. All nursery information will be entered into the Nursery Inspection Survey Data System (NISDS). Instructions for entering nursery information are contained in Pest Exclusion Advisory 33-2004 (**Appendix D**).

On-going compliance inspections and record monitoring will be necessary for all nurseries under a compliance agreement, and on-going monitoring will be required for all nurseries authorized to ship non-hosts interstate.

4) **Other (communication, training, and reporting)**

County Agricultural Commissioners are responsible for providing training for their staff for all activities associated with eradication of *P. ramorum* and the enforcement of the Federal Order Restricting the Interstate Movement of Nursery Stock. County Agricultural Commissioners are responsible for public outreach at the local level, communicating the federal restrictions to industry members in their county, and must attend conference calls with CDFA Pest Exclusion staff to learn of policy decisions and changes.

County Agricultural Commissioners must report the following three items on a monthly basis to CDFA:

- a. Monthly Work Report (**Appendix E**)
- b. Itemized invoice on county letterhead (**Appendix G**)
- c. USDA/APHIS PPQ Tracking Log (**Appendix F**) for each nursery operating under a compliance agreement.

Submit to: The Department of Food and Agriculture  
Attn: Marcie MacFarland  
Plant Health Administration  
1220 N Street, Room A-316,  
Sacramento, CA 95814

**Scope of Work for *Phytophthora ramorum*  
(Sudden Oak Death)  
In Regulated Counties  
July 1, 2005-June 30, 2006  
FY 2005/2006**

**Appendix A  
USDA Confirmed Nursery Protocol**

## Official Regulatory Protocol for Nurseries Containing Plants Infected with *Phytophthora ramorum* (Sudden Oak Death)

Revised 15 October 2004

### Intended Use:

In February 2002, USDA Animal and Plant Health Inspection Service (APHIS) Plant Protection and Quarantine (PPQ) issued a federal domestic regulation for interstate movement of *Phytophthora ramorum* (7 CFR 301.92). The complete text and other information may be found at the USDA APHIS PPQ web site: [www.aphis.usda.gov/ppq/ispm/sod/](http://www.aphis.usda.gov/ppq/ispm/sod/)

Since the regulations were first published, *P. ramorum* has been detected in several nurseries outside the quarantined area. These detections catalyzed the need for a standard protocol for use by state and federal regulators to respond to new finds of *P. ramorum* in nurseries outside of the quarantine area. To ensure that there is consistency in responding to new infections of *P. ramorum*, this protocol describes the official activities performed within and surrounding nurseries by USDA APHIS staff in cooperation with state agriculture regulatory officials.

The goal of this protocol is to ensure that any infestations of this serious pathogen are consistently and effectively addressed, mitigated, and eradicated. Cooperation by nursery management personnel is essential. Early detection and reporting of potential *P. ramorum* infections are critical to ensure that spread is contained. The strategies employed in this protocol are similar to those of the European Union and of other areas where eradications are being carried out with measures that ensure rapid suppression of infection, and which prevent the spread of the pathogen.

*P. ramorum* infestations in nurseries may be introduced via three critical pathways.

- The movement of infected plant material from one nursery to another;
- The natural environmental movement of spores from a nursery or infected wild plants to infect plants in a nursery;
- The transmission of the disease from non-plant pathways to plant material (e.g. the introduction of infested soil, water, potting media, equipment, etc.)

### Definitions:

#### **Associated plants:**

Plants listed in the "APHIS List of Plants and Associated Plants" as "associated plants". These have been reported associated with *P. ramorum* and have not had Koch's Postulates completed, reviewed and accepted by APHIS. These plants are also referred to in the regulations as "associated articles."

#### **Buffer Zone:**

Area identified as a 10 meter radius from the destruction block (see Appendix 10).

(Use of this term is an adaptation from a FAO definition: An area in which a specific pest does not occur, or occurs at a low level and is officially controlled, that either encloses or is adjacent to an infested area, an infested place of production, a pest-free area, a pest-free place of production or a pest-free production

site, and in which phytosanitary measures are taken to prevent spread of the pest [ISPM Pub. No. 10, 1999])

**Destruction block:**

Block of plants to be destroyed. Within a nursery, this is a contiguous block of host plants and/or associated plants containing one or more plants known to be infected with *P. ramorum*. The block will be considered contiguous until there is a 2 meter break of either no plants or no hosts or associated plants.

**Federal Order:**

A signed Order of an emergency nature issued to address a pest situation requiring immediate attention. These are intended to be quickly replaced by an interim rule. To date, Orders have been issued in April and September of 2004. These are posted and may be viewed at: <http://www.aphis.usda.gov/ppq/ispm/sod>

**Free from:**

Of a consignment, field or place of production, without pests (or a specific pest) in numbers or quantities that can be detected by the application of phytosanitary procedures. (FAO, 1990), FAO-CEPM, 1994.

**Host plants:**

Plants listed in the "APHIS List of Plants and Associated Plants" which have been found associated with *P. ramorum* and have had Koch's Postulates completed, reviewed and accepted by APHIS.

**Infected plants:**

Plants with or without soil verified as being infected with *P. ramorum* based on the use of APHIS approved diagnostics.

**Nursery/Facility:**

Any location where nursery stock is grown, propagated, stored, or sold; or any location from which nursery stock is distributed to a customer.

**Nursery site quarantine:**

For nurseries with host plants or associated plants in the buffer zone. This is a period of time during which host plants and associated plants are prohibited movement within or out of the "buffer zone" (see Appendix 10). This quarantine period begins when the Nursery Delimitation Survey is completed and lasts until such time as both plant parts and environmental conditions conducive to disease expression have occurred for at least 90 days, and inspection, sampling, and testing reveals no further detection of *P. ramorum* within the hold block. Conducive environmental conditions exist when climate conditions match optimum disease etiology and are likely to express disease symptoms 50% or more of the time (see Addendum III in the National Nursery Survey Manual for monthly climatic maps).

- Occurrence:** The presence in an area of a pest, officially reported to be indigenous or introduced, and not officially reported to have been eradicated. (FAO, 1990), FAO-CEPM, 1994. (compare: Outbreak)
- Outbreak:** An isolated pest population recently detected and expected to survive for the immediate future. FAO-CEPM, 1994. (compare: Occurrence)
- Parallel Quarantine:** A quarantine imposed by a State or local plant regulatory authority that is substantially the same as a federally promulgated quarantine.
- Quarantine Area:** Any State, or any portion of a State, listed in § 301.92-3(c) or otherwise designated as a quarantined (infested) area in accordance with § 301.92-3(b). Articles may be restricted (prohibited) or regulated (conditionally certifiable) from a quarantine area.
- Regulated Area:** Any State, or portion of a state, in which only nurseries that ship hosts or associated plants interstate are affected and the only affected article is nursery stock. These areas are detailed in the Federal Order posted at <http://www.aphis.usda.gov/ppq/ispm/sod>
- Suspected infected plants:** These are plants with visible symptoms of *P. ramorum* infection; and/or host and associated plants that are a part of an infested block or derived from an infested block or buffer zone; and/or plants that have tested positive using PCR or culturing, but have not been confirmed positive for *P. ramorum* by APHIS.

#### **Trigger Events for Use of Protocol**

This protocol should be implemented by APHIS-PPQ and/or its State Plant Regulatory cooperators when the presence of *P. ramorum* has been confirmed in a U.S. nursery from samples collected as part of a trace forward survey\*, National *P. ramorum* survey\*, or found by other means. Confirmed samples must have been analyzed using a methodology approved by APHIS at an APHIS laboratory.

\*See [www.aphis.usda.gov/ppq/ispm/sod](http://www.aphis.usda.gov/ppq/ispm/sod) for links with details on trace forward surveys and the National *P. ramorum* survey.

#### **Authorities**

- For States with parallel quarantines for *P. ramorum*, specific actions required by this protocol within and around the nursery are expected to be conducted by the State personnel with Federal support.
- For States without parallel quarantines for *P. ramorum*, specific actions required by this protocol within and around the nursery will be conducted under Federal authority, in cooperation with State personnel.

### Communication/Notification

- Communicate suspect finds as soon as one of the following has occurred:
  1. a positive PCR find
  2. a culture that matches the morphology for *P. ramorum* (i.e. isolation of *P. ramorum*)
  3. A discussion with a nursery that positive stock may have been shipped to a neighboring state.
- Immediately provide notification to the owner. Notification details are provided under "Secure the Nursery" section.
- Immediately notify the State Plant Health Director (SPHD) and the State Regulatory Official (SPRO) of the State in which the nursery is located.
- APHIS, PPQ Regional Office and National Headquarters Office shall be notified. See Appendix 7, Resource and Contact List.
- Notify state plant regulatory officials (SPHD's and SPRO's). If possible, SPROs should notify facilities that are impacted by the trace backs and trace forwards. See Survey and Investigate Section.
- **Notification of laboratory results:** Laboratories need to notify the submitter, the SPHD, and the SPRO, the Regional Office and National Program Manager. Ideally the SPRO should notify the owner of the nursery, but either the SPRO (if State authority is used) or the SPHD (if Federal authority is used) may notify the owner of the nursery.
- **Public Notification:** The SPRO and SPHD will use state channels, including public affairs offices to make any public announcements, as necessary. The SPHD will insure that the USDA APHIS Office of Legislative and Public Affairs is aware of the pending release, via the Regional Office and National Headquarters Office.

### Secure the Nursery

- If plants not on hold are showing symptoms indicative of *P. ramorum*, they may not be removed from the nursery, from any holding area in the nursery, or moved within the nursery until they are found free of *P. ramorum* or the nursery is officially declared free from *P. ramorum* and removed from quarantine status or unless approved by a State or Federal Regulatory Official. Any plants confirmed by APHIS to be infected with *P. ramorum* will be destroyed as per this protocol.
- When samples collected from suspected infected plants during trace forward survey, national SOD survey, or other surveys are first confirmed to be infected with *P. ramorum* using diagnostic protocols approved by USDA APHIS PPQ:
  - In the case of nurseries that **DO SHIP** interstate, all genera of host plants and associated host plants must be held until delimitation within the nursery is complete. (Note: The hold on genera makes this protocol consistent with the PPQ's Federal Order). This hold may also include "any other product or article that an inspector determines to present a risk of spreading *Phytophthora*

- ramorum*, if an inspector notifies the person in possession of the product or article that it is subject to the restrictions in the regulations" (7CFR part 301.92-2) within the infested facility.
- In the case of nurseries that **DO NOT SHIP** interstate, only host plants and associated plants need be placed on hold until delimitation within the nursery is complete. This hold will also include growth media and "any other product or article that an inspector determines to present a risk of spreading *Phytophthora ramorum*, if an inspector notifies the person in possession of the product or article that it is subject to the restrictions in the regulations" (7CFR part 301.92-2) within the infested facility.
  - PPQ form 523, Emergency Action Notification will be used as the official Federal authorization of hold. The required treatments and/or basic sanitary and precautionary measures (e.g. bio-containment of suspected infected material, etc.) should be included in the PPQ form 523.
  - If the State initiated action, then the appropriate State notification would be used. Stop Sales notices should be placed on the nursery by the appropriate State Regulatory Official.
- Following completion of a Nursery Delimitation Survey:
    - For nurseries with host plants or associated plants in the "buffer zone" (see Appendix 10), these host plants and associated plants are prohibited movement within or out of the buffer zone during the quarantine period. This quarantine period begins when the Nursery Delimitation Survey is completed and lasts until such time as both plant parts and environmental conditions conducive to disease expression have occurred for at least 90 days, and inspection, sampling, and testing reveals no further detection of *P. ramorum* within the hold block. Conducive environmental conditions exist when climate conditions match optimum disease etiology and are likely to express disease symptoms 50% or more of the time (see Addendum III in the National Nursery Survey Manual (can be found at: <http://www.aphis.usda.gov/ppq/ispm/sod>) for monthly climatic maps).
    - During the quarantine period within the 10 meter buffer zone:
      - Growers will discontinue applications of fungicides for *Phytophthora* control.
      - Plants will be visually inspected a minimum of two times, once about half-way through the anticipated quarantine period and once near enough to the end to have test results coincide with the end of the quarantine period.
      - Plant samples will be collected according to the protocol detailed in Appendix 4 (Plant Sampling Protocol).
      - If water, soil, and/or media samples tested positive for *P. ramorum* during the delimiting survey, samples of the infested water, soil, and/or media material will be resampled and tested during each of the two quarantine period plant inspections.

- If a plant sample tests positive for *P. ramorum*, both the 10 meter buffer zone and quarantine period must be re-determined, that is the nursery must be re-delimited and the quarantine period must be reset.
- If water is found to be positive, then any portion of the nursery that has been irrigated with *P. ramorum* infested water is placed on hold.
- If a soil sample or media sample is found to be positive, then any plants in the block with the infested soil is placed on hold.

### Survey and Investigate

- **Delimiting Survey.** Inspect all decorative (established plants within the nursery) and plants (held, for sale or under propagation) of host and associated host genera in the nursery. Plant samples will be collected according to the protocol detailed in Appendix 4 (Plant Sampling Protocol).
- Samples must be analyzed using a methodology approved by APHIS (see Appendix 3). Samples for official confirmation should be submitted to United States Department of Agriculture, National Plant Germplasm Laboratory (NPGPL) in Beltsville, MD (see Appendix 7, Dr. Mary Palm).
- **Trace Forward Investigation.** Initiate trace forward investigations. Identify shipments made prior to the discovery of *P. ramorum*. Notify your PPQ Regional Office of all shipments made within the 12 months prior to the first positive detection of *P. ramorum* at the nursery. This includes ALL hosts and associated plants in the nursery, not just those found infected. Suspect infected plants identified through trace forwards, that have been moved into a landscape environ, should be inspected and tested during optimal conditions for growth and development of *P. ramorum* symptoms.
- **Trace Back Investigation.** Determine the origin of all infected plants through trace backs. Trace back the plants to point of origin (propagator). The goal is to determine the site of infection. Wholesale nurseries and other places the plants were located should be inspected going back all the way to the propagation site. **Forward this information to your PPQ Regional Office.** After traces are completed, examine all plants received from trace back sources.
- **Soil and Potting Media Sampling.** Determine if infected plant material may have contaminated soil or potting media used at the nursery. Soil from within the destruction block, the 10 meter buffer zone and any downhill blocks must be sampled. Determine the content, origin (constituency), storage and handling of soil or potting media used in the facility. See Appendix 5 for detailed soil and potting media sampling protocol. Keep soil samples separate from potting media samples.
- **Water Sampling.** Determine the source of water used at the facility. Note source of irrigation water and where drainage water flows. Note the type of irrigation system(s) in use, areas of standing water and any safeguards against water back flow in the irrigation system, and any water treatment practices. See Appendix 6 for detailed water media sampling protocol.
- **Cull piles.** Record the location of any cull piles that may be contaminated with infected plant material or associated soil and/or potting media. Check any cull piles for *P. ramorum* symptomatic plants, and plant material and sample if detected. Determine how the nursery disposes of culled plant material. Soil under the cull pile should also be tested for the presence of *P. ramorum*.

- **Equipment.** Determine if equipment used at the facility is shared with other facilities or field areas.
- **Fungicides.** Determine if fungicides are used on the plants at the nursery. If fungicides were used, then record the date, material, amount and application rate. Determine if any other type of treatments (soil amendments, fertilizers) are applied to the plants, soil or growth media.
- **Perimeter survey.** Conduct (initiate and complete) during the nursery site quarantine period, a survey concentrated on plants of all host and associated host genera located within 100-meters of the infested nursery for symptoms of disease caused by *P. ramorum*.
  - Sample all *P. ramorum* symptomatic plants. Samples must be labeled and sent to a laboratory for testing using a method approved by APHIS as stated in Appendix 3.
  - Detection of *P. ramorum* in the perimeter may be indicative of a more widespread infestation. In this case notify your PPQ Regional Office immediately as further regulatory actions may be required.

#### Disinfest the Nursery

- **Plant Destruction:** Where a *P. ramorum* infected plant(s) is found, all host and associated plants and plant parts within a destruction block will be removed and destroyed using one or more of the techniques detailed in Appendix 1.
- **Non-porous Surfaces:** See Appendix 1 for recommended destruction options.
- **Water Treatment:** If water is contaminated, treatment is imposed (see Appendix 1 for recommended destruction options). The 90 day quarantine period re-starts when water treatment is initiated. Potting media and water must be retested within the new 90 day quarantine period.
- **Soil and Potting Media Treatment:** See Appendix 1 for recommended destruction options. Soil and or potting media should be sampled within the destruction block and, if either are found infested, treat if necessary. This is the most likely area of soil or potting media infestation (underneath and around the diseased plants, and in contained stock) and the most likely area where reinfestation of new host material would occur at a future date.
- **Equipment and Personnel:** See Appendix 1 for recommended destruction options.
- **Best Management Practices:** See Appendix 2 for recommended management practices designed to control or eliminate the diseases caused by *P. ramorum*.

#### Release the Nursery

If water and soil and media and perimeter sampling is negative for *P. ramorum*, a nursery may avoid a quarantine period, through a management decision, by voluntarily destroying all hosts and associated host plants and plant parts in the destruction block and the buffer zone.

Nurseries and their plants that have been placed under regulatory control may be released from regulatory control by USDA, APHIS or designated authority after the nursery site quarantine period:

- There are no additional detections of *P. ramorum* in nursery stock based on USDA APHIS approved plant inspection, sampling and testing protocols.

- Water, soil, and potting media have also tested negative for *P. ramorum* based on USDA APHIS approved sampling and testing protocols.

**Post eradication monitoring.**

Nurseries that have been infested will continue to be monitored for the following two spring seasons as part of the national survey. These nurseries are not under any quarantine or regulatory action, unless additional outbreaks are detected.

**Appendix 1****Treatments and Disinfections**

The following techniques are approved by USDA APHIS PPQ for control of *P. ramorum* in nurseries found to contain plants infected with *P. ramorum*:

**Infected Plants** – (Note: host material, including leaf litter, must not be placed in compost piles or be removed from the facility as trash or in debris removal. Host material should be collected and incinerated or double bagged and deep buried in a site approved by USDA, APHIS or delegated regulatory authority.)

- **Incineration (burning to ash):** Infected plants, associated growth media, associated containers (i.e. pots and trays), all leaf debris in and around the area where plants were stored may be disposed of by incineration at a facility or other location (e.g. on site) approved by USDA and permitted within state and municipal statutes or regulations. Off nursery movement must be properly safeguarded and every effort to prevent plant debris or soil from being dislodged from the plants prior to incineration should be taken. Burning may be through open burning or in an incinerator.
- **Deep burial:** Infected plants, associated growth media, associated containers (i.e. pots and trays), all leaf debris in and around the area where plants were stored must be double bagged using plastic bags of 2 mil thickness or greater and buried to a depth of no less than two meters. The material must be buried at a USDA approved site, onsite, or municipal landfill, which is expected to remain undisturbed. Every effort to prevent plant debris or soil from being dislodged from the plants should be taken.
- **Steam sterilization:** Dry heat or steam commonly heated to internal temperatures of 212° F (100° C) for 30 minutes followed by burial in a landfill, or as otherwise detailed in the USDA Treatment Manual for “insect pests and pathogens in garbage”, Schedule T415b ([http://www.aphis.usda.gov/ppq/manuals/pdf\\_files/Treatment%20Chapters/05-05-T400-5.pdf](http://www.aphis.usda.gov/ppq/manuals/pdf_files/Treatment%20Chapters/05-05-T400-5.pdf)).
- **Composting:** Currently **not** approved by regulation and **not** approved for use in the Confirmed Nursery Protocol or in the Federal Regulations. Recent research shows this to be an efficacious treatment. The procedures tested are codified in California Integrated Waste Management Board regulations (Title 7, Division 7, Chapter 3.1 Article 7, Section 17868.3 (b) and (c)). (See <http://www.ciwmb.ca.gov/Regulations/Title14/ch31a5.htm#article7>)

**Non-Porous Surfaces:**

Most disinfectants are not labeled for use in soil and are only useful for nonporous materials such as concrete floors, nursery pots, plastic sheeting. A number of disinfectants are registered for use on nonporous surfaces that may effectively reduce populations of *Phytophthora* species. If it is practicable, tools such as knives, pruners, water breakers, water wands and other implements used in the buffer area should only be used in the buffer area. If tools and other implements must be moved from the buffer area, then regular disinfection using an appropriate disinfectant for the control of *P. ramorum* is recommended prior to removal from the buffer zone. The following

table modified from <http://cpmcnet.columbia.edu/dept/ehs/decon.html> examines the effects of different classes of disinfectants on microbial populations. This list is for explanation and information only. Few disinfectants are specifically labeled for *Phytophthora* species and are shown in **Bold**.

All labels for the disinfectants listed below must be strictly adhered to for maximum efficacy and environmental and worker safety.

#### Summary of Disinfectant Activities

Disinfectant	Trade names	Comments	Contact time
Alcohols (ethyl and isopropyl)  60-85%	Lysol Spray	Evaporates quickly so that adequate contact time may not be achieved, high concentrations of organic matter diminish effectiveness; flammable.	10-15 minutes
Phenolics (0.4%-5%)	<b>Pheno-cen</b>	Phenol penetrates latex gloves; eye/skin irritant; remains active upon contact with organic soil; may leave residue.	10-15 minutes
Quaternary Ammonium  (0.5-1.5%)	<b>Consan Triple Action 20</b>  <b>Physan 20</b>  Green-Shield 20	Effective for non-porous surface sanitation (floors, walls, benches, pots). Low odor, irritation. Use according to labels.	10-15 minutes
Chlorine (100-1,000 ppm)	<b>10% Clorox</b>  <b>10% Bleach</b>	Inactivated by organic matter; fresh solutions of hypochlorite (Clorox) should be prepared every 8 hours or more frequently if exposed to sunlight; corrosive; irritating to eyes and skin. <b>Exposure to sunlight further reduces hypochlorite efficacy. Keep solution in opaque container.</b>	10-15 minutes
Peroxides (0.1-2%)	<b>Zerotol Oxidate</b> <b>TerraClean</b>	Inactivated by organic matter, no residual activity. Photosensitive. Use according to labels.	Soil treatment

#### Water:

- For dust abatement, fire suppression, and equipment cleaning: Chlorox (sodium hypochlorite) is labeled (EPA Reg. No 5813-50) for treatment of water (~50 ppm available chlorine) for controlling the spread of *Phytophthora lateralis* via water used for dust

abatement, fire suppression and equipment cleaning. The active ingredient level must be measured at the sprinkler head; otherwise the treatment is not effective.

- **For irrigation:** Chlorine levels of 2ppm or 2mg/liter or greater has been correlated with the control of *Phytophthora* spp. in re-circulated irrigation systems. For irrigation purposes, recirculated, non-municipal water, must be chlorinated at an active chlorine concentration equal to or greater than 2 mg/liter of water; for facilities that recycle water, this chlorine level must be monitored.

#### Soil and Potting Media:

- **Potting media:** Potting media must be heated such that the temperature in the center of the load reaches at least 180 degrees F for 30 minutes. Treatment must be conducted in the presence of an inspector or treated with an approved fumigant as detailed below.
- **Soil:** Soil must be heated such that the temperature in the center of the load reaches at least 180 degrees F for 30 minutes. Treatment must be conducted in the presence of an inspector or treated with an approved fumigant as detailed below. Methyl bromide has been used for fumigating wood products, but the data on fungi and related organisms in wood are limited. However, methyl bromide has a long history of fumigation of soil in the field and greenhouse. It has commonly been used in combination with chloropicrin for control of *Phytophthora* spp. and other pests in strawberry beds. Methyl bromide has been used for soil treatment for the mitigation of *P. cinnamoni* in citrus groves. However, many of the compounds currently in use have been implicated in human and environmental risks.

All fumigants are restricted use and must be applied according to labels by a licensed applicator. Any use of restricted pesticides in any manner not listed on the label is unlawful.

Summary of Labeled Soil Fumigants

Fumigant	Trade names	Comments
Chloropicrin	Chlor-O-Pic Metapicrin Timberfume Tri-Clor	Chlorinated hydrocarbon used as a tear gas. Often used in combination with methyl bromide due to its ability to be detected in small quantities. In use as soils fumigant for more that 75 years.
Dazomet	Basamid	Methyl isothiocyanate (MITC) breaks down into cyanide gas. Granular formulation that is water activated.
Metam-sodium	Busan 1020 Busan 1180 Busan 1236 Basamid Vapam	Township caps in California make judicious use of this product a necessity. Limitations in California also include proximity to public places. All applicable labels must be observed.

Fumigant	Trade names	Comments
Methyl Bromide	Tri-Con Terr-O-Gas Preplant Soil Fumigant Pic-Brom	Colorless and odorless. Usually combined in various concentrations with Chloropicrin (tear gas). Use is restricted due to ozone depletion potential. Use to be discontinued in 2005 except for quarantine exemption in accordance with the Montreal Protocol of 1989. Current production of methyl bromide limited to 25% of 1991 levels.

**Equipment and Personnel (Inspectors and employees)**

- Access to infested areas and hold areas should be limited, as much as possible, to officials and employees. Everyone entering and leaving the facility must scrape off loose pieces of soil. Those working with, or in contact with suspected infested material (including plants), must wash hands using soap or disinfectant immediately after completion of task.
- A disinfectant foot bath should be placed and used by personnel entering and exiting the buffer area at the infested facility, where the movement of soil or plant debris on footwear is likely. The foot bath must be filled with fresh disinfectant on a daily basis. Use of disposable shoe covers may be used in lieu of a footbath, if disposed of immediately upon exit from the buffer. The disposable shoe covers must be placed in bags and incinerated or deep-buried.
- The tires (or other parts in contact with the soil) of vehicles must be cleaned of loose soil before leaving the infested facility.
- Do not visit other commercial operations in potentially contaminated work clothing and footwear. Where it is necessary that visitors enter the facility, the facility should ensure that every precaution is taken to prevent the movement of infected plants, contaminated soil or debris with the visitor.
- Wood surfaces suspected of contamination with *P. ramorum* should be treated with copper naphthenate (Erwin and Ribeiro, 1996).

## Appendix 2

### Best Management Practices for Nurseries

These Best Management Practices (BMP's) are designed to control or eliminate the diseases caused by *Phytophthora ramorum*.

The control of *P. ramorum* spread is based on the establishment of multiple hurdles or barriers to the pathogen with a purpose of minimizing the risk of introduction or survival of the SOD pathogen in a nursery. The BMP's assure the monitoring of the functionality of the process controls for the pathogen.

Each nursery facility is expected to review these and employ some or all of these practices depending upon their physical location and plant products that are handled. Nurseries are encouraged to incorporate these BMP's into their Standard Operating Procedures.

The BMP's have been divided into three categories:

- Exclusion
- Prevention
- Monitoring

**The following BMPs should be considered for preventing the establishment or spread of diseases caused by *P. ramorum*:**

#### **Exclusion:**

- No over story or under story of known *P. ramorum* hosts on nursery grounds unless there is regular monitoring of those hosts.
- Confirm host stock is propagated from materials originating on site or is received from shipping nurseries (in SOD-quarantined or regulated areas) under compliance agreements.
- All incoming host plants (buy-ins, transfers ...), regardless of origin, should be visually inspected for symptoms of *P. ramorum* by trained nursery personnel prior to being incorporated into the production facility.

#### **Prevention:**

- Effective fungicide program for the control of *Phytophthora* on susceptible host plants (research in progress, results pending.).
- Off load incoming shipments to an area that can be cleaned of the leafy debris. Sweep debris from the receiving pad and the delivery truck; collect debris and bag for disposal.
- Avoid product returns of nursery stock from a receiver in a quarantined area. If unavoidable, contact your State Regulatory Official (if in California your County Agricultural Commissioner) prior to accepting the nursery stock return.

#### **Monitoring:**

- Nursery personnel should attend one or more SOD trainings. Training is available through the California Oak Mortality Task Force, USDA Forest Service, California Department of Food and Agriculture, California County Agricultural Commissioners, and

- other qualified personnel. SOD training may also be available through State Agriculture Departments, and Universities in other States.
- All host buy-ins should be maintained separately from other hosts plants and periodically inspected for symptoms of the disease over the course of a growing season.
  - Monitor host and associated plants in surrounding area for symptoms of *P. ramorum* in Spring and Fall
  - Identify sources of disease recognition fact sheets, and/or develop and distribute disease recognition fact sheets on host plants to educate all field nursery personnel.
  - Record Keeping: Maintain accurate shipping documentation identifying product, amount, date and origin or receiver for the purpose of identifying trace backs and trace forwards.

**If the disease is found in the environs surrounding a nursery, these BMPs should be followed:**

- Install diversion burms to prevent soil and water movement, during storm-related events, from hillsides populated with *P. ramorum* host plants.
- Place containers/pots on a soil barrier, such as 6 inches gravel on plastic or other impermeable weed-block or on raised benches.
- Irrigation water from any source other than well or municipal water supplies should be monitored to confirm that it is free from the pathogen.
- Avoid overhead irrigation of host plants where practical. When using overhead irrigation, irrigate in the morning to allow the foliage to dry before nightfall.

**Appendix 3**  
**Diagnostics**

Samples must be analyzed using a methodology approved by APHIS. See techniques posted at: <http://www.aphis.usda.gov/ppq/ispm/sod/survey.htm>.

- a. **Recommended prescreening.** ELISA prescreening of plant samples is highly recommended to determine the presence of *Phytophthora* spp. The approved ELISA is the test produced by Agdia, Inc.
  1. **Negative prescreening results.** If all samples from a single nursery are found to be negative through ELISA prescreening, no further testing is required. The nursery may be considered free of evidence of *Phytophthora ramorum*.
  2. **Positive prescreening results.** If ELISA prescreening reveals the presence of *Phytophthora* in any plants, each sample that returns positive ELISA results must be tested according to paragraph (b) of this section.

**Testing procedures.** If ELISA prescreening is not performed, or if results of ELISA prescreening are positive for *Phytophthora* in any sample, the sample must be analyzed using an APHIS-approved nested polymerase chain reaction (PCR) or culture test. Samples are considered positive for *Phytophthora ramorum* based on positive results of a nested PCR test. Positive nested PCR tests do not require confirmatory culture tests, nor do positive culture tests require confirmatory nested PCR tests. Note, however, that if culture tests do not return positive results, a nested PCR test must be conducted, as described below. No culture test is required if a nested PCR test returns negative results.

1. **Nested PCR test.**
  - i. **Negative results.** If the results of nested PCR tests are reported negative by APHIS for all samples from a nursery or single shipment, no further testing is required. The nursery or shipment sampled may be considered free of evidence of *Phytophthora ramorum*.
  - ii. **Positive results.** If any samples tested using the nested PCR protocol are reported by APHIS as positive results for *Phytophthora ramorum*, the nursery is considered infested.
2. **Culture Test.**
  - i. **Negative results.** If the results of culture tests are not positive for *P. ramorum* for any samples taken from a nursery or a single shipment, each plant sample that returns such culture results must be tested again using a nested PCR test, and plants from the nursery or shipment are only eligible for interstate movement in accordance with paragraph (b)(1) of this section.
  - ii. **Positive results.** If any culture tests return positive results for *Phytophthora ramorum*, and those results verified by APHIS, the nursery from which they originate is subject to the procedures in this protocol.

**Appendix 4**  
**Plant Sampling Protocol**

All symptomatic plants must be sampled, collecting and testing a minimum of 40 plant samples per nursery. Samples must be taken from symptomatic plants unless no symptomatic plants are present; if less than 40 symptomatic plants are present, up to 40 asymptomatic plants (or 100% of plants, whichever is less) must be sampled. One sample may contain more than one leaf, but no more than one sample may be taken from a single plant. Samples should be taken from host and associated plants and nearby plants. (or as detailed in 7 CFR 301.92-11(b)(2).)

## Appendix 5

### Soil and Potting Medium Sampling Protocol

(see <http://www.aphis.usda.gov/ppq/ispm/sod/soilsamplingprotocol.html> for latest approved protocol)

#### Soil and Potting Media Sampling

- Infested soil or potting media will look exactly the same as un-infested soil or potting media. Therefore all soil and media must be handled carefully. All tools used to collect soil or media samples must be disinfected with 10% bleach solution, 70% ethanol, or flame-sterilized with a propane torch between blocks. All soil and organic material should be removed from the tools prior to disinfection. Care should also be taken not to transfer soil or potting media from one block to the next on shoes or clothing. All sampling equipment should be cleaned and disinfected prior to entering a new nursery block. Care must be taken to ensure that un-infested soil or potting media is not contaminated by infested soil or potting media.

#### Preparing for sampling.

- Soil and potting media samples should be collected as composite samples. A composite sample consists of a mixture of sub-samples. Sub-samples (See Figure 1) are small amounts of soil (or media) removed from the ground (or pot) and added together to form a composite sample. The use of sub-sampling increases the chances of finding *P. ramorum* if it is present. Samples should contain a maximum of 500-ml (volume) of soil and/or potting media (½ of a quart-size Ziploc bag). The number of composite samples collected will depend upon the size of the nursery block being sampled (see Table 1). Composite samples of potting media should be kept separate from soil samples. There should be at least two samples, one for potting media and one for soil, unless all plants and associated potting media were destroyed or the plants are not on soil (e.g. on concrete or asphalt). If the surface of soil is covered with gravel take sub-samples from the soil beneath the gravel. If water permeable weed block is present, either covered with gravel or under gravel, the weed block should be removed prior to soil sampling.

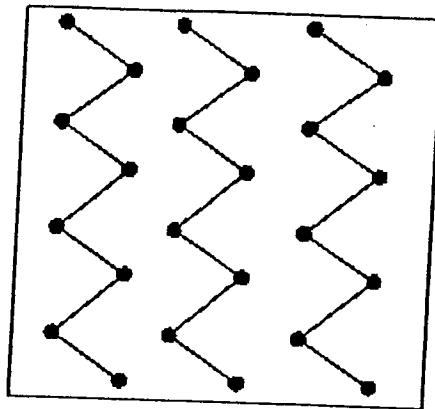
Table 1. Number of composite samples collected based on nursery block size.

<u>Size of Treated Site (acres)</u>	<u>No. of Soil and Potting Media Samples Collected (total)</u>
0.00 - 0.25	1 (2)
0.26 - 0.5	2 (4)
0.50 - 1.0	4 (8)
1.01 - 2.50	8 (16)
>2.51	12 (24)

- Each composite sample will consist of at least five sub-samples collected from soil or potting media within the targeted area. While five is a minimum, it is preferable to take 24 sub-samples of soil or potting media for each sample, provided the area is large enough (for soil samples) and enough plants are present (for potting media samples). Sub-samples should be collected according the pattern in the diagram below (Figure 1). Alternatively, if fallen leaves or other debris from the infected plants are present; sub-sampling may be targeted towards those areas. The location of each composite sample

should be maintained (preferably by GPS but at least by flagging) in case follow-up treatment of the soil or potting media for *P. ramorum* is required. Composite samples may also be collected from neighboring blocks of un-infested plants using the same steps. If you are collecting from blocks of un-infested plants, collect the composite soil/potting media samples from these blocks first to minimize the risk of contaminating un-infested soil/potting media. If all potentially-infested potting media has been destroyed with the infected plants, collect composite samples from the remaining host plants within 2- to 10-m of the originally infected plants that have been placed on hold. Preferentially target the potting media of those plants that are "downstream" (e.g., based on watering patterns) of the originally infected plants.

Figure 1. Recommended pattern for collection of sub-samples for composite soil and/or potting media samples.



### Appendix 6

#### Water Sampling Protocol for Retention Ponds

(see <http://www.aphis.usda.gov/ppq/ispn/sod/watersamplingprotocol.html> for latest approved protocol)

*Phytophthora ramorum* is an oomycete, belonging to the group that includes *Pythium* species. Collectively these organisms are called “water molds” and are taxonomically related closer to algae than to fungi. For this reason, water collected from potentially infested nursery blocks must be tested for the presence of *P. ramorum*.

There are two potential methods provided here to detect *Phytophthora* species in water. The first uses rhododendron leaf baits in mesh bags followed by moist chamber incubation of the leaf baits. Any suspect lesions that develop on the rhododendron leaves would be plated on PARP at 18-20°C (64-68°F). Any *Phytophthora* species growing on the PARP would need to be transferred to Corn meal agar or V8 agar for identification to species.

The second method uses water filtration. Water is removed from the pond, filtered with sterile filters and the filters placed on PARP. Once the filter is removed from PARP, any resultant *Phytophthora* colonies are transferred to Corn Meal Agar or V8 agar and identified to species.

- ***In situ* Water Sampling with Rhododendron Leaf Baits**

A control sample using a leaf bait in distilled water should be run simultaneous with the leaf bait sample in the facility water.

Prepare the rhododendron leaves as bait by cutting the leaves in a herringbone pattern into (but not through) the mid-vein or by trimming off the petiole end of each leaf. Place 3-4 cut leaves into a mesh bag. Label the bag with a plastic tag listing the date, water source (location), and nursery (i.e., nursery license number). Place the mesh bag into the water source for a minimum of 48-hours to 1-week (preferable). Do not leave the bait in the water source for longer than 1-week as the bait will begin to decompose. Place the bags such that the leaves will remain submerged the entire time (i.e., even if water levels fluctuate within the water source). If possible, place the bait near the influent coming from the area closest to or containing the infested plants.

Remove the bait from the water source and transfer to a sealable bag for transport to the laboratory. Label the bag with the information on the plastic tag, including the date collected. Log the leaf samples into the appropriate database. Assign a unique sample number to the bait(s) from each nursery.

- **Water Sampling for Filtration**

Water samples should be collected in a sterile wide-mouth bottle and kept at 5 – 10 C. Water samples should be taken from the surface to increase the likelihood of obtaining zoospores of *Phytophthora*.

Confirmed Nursery Protocol – 23 September 2004 – Version 6.x

Sample size should be approximately 1000 ml. Sample should be processed within 48 hours of collection. Number of samples is determined by the size of the nursery pond to be sampled (Table 1)

Table 1. Number of composite samples collected based on pond size.

<u>Size of pond (acres)</u>	<u>No. of water samples collected (liters)</u>
0.00 - 0.25	1
0.26 - 0.5	2
0.50 - 1.0	4
1.01 - 2.50	8
>2.51	12

## Appendix 7 Resource and Contact List

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**Appendix 8****APHIS List of Hosts and Plants Associated with *Phytophthora ramorum***(Revision dated 02 August 2004) This list is constantly being updated.  
The most current version is posted at: <http://www.aphis.usda.gov/ppq/ispm/sod>**Proven Hosts for *Phytophthora ramorum***(These may be regulated in whole or in part – see "Updates" at: <http://www.aphis.usda.gov/ppq/ispm/sod>)

Scientific Name (28)	Common Name
<i>Acer macrophyllum</i>	Bigleaf maple
<i>Aesculus californica</i>	California buckeye
<i>Arbutus menziesii</i>	Madrone
<i>Arctostaphylos manzanita</i>	Manzanita
<i>Camellia</i> spp.	Camellia - all species, hybrids and cultivars
<i>Hamamelis virginiana</i>	Witch hazel
<i>Heteromeles arbutifolia</i>	Toyon
<i>Lithocarpus densiflorus</i>	Tanoak
<i>Lonicera hispidula</i>	California honeysuckle
<i>Pieris formosa</i>	Himalaya Pieris
<i>Pieris formosa</i> x <i>japonica</i>	Pieris 'Forest Flame', forest flame andromeda
<i>Pieris floribunda</i> x <i>japonica</i>	Pieris 'Brouwer's Beauty', Brouwer's beauty andromeda
<i>Pieris japonica</i>	Japanese Pieris
<i>Pseudotsuga menziesii</i> var. <i>menziesii</i>	Douglas-fir
<i>Quercus agrifolia</i>	Coast live oak
<i>Quercus chrysolepis</i>	Canyon live oak
<i>Quercus kelloggii</i>	California black oak
<i>Quercus parvula</i> v. <i>shrevei</i>	Shreve's oak
<i>Rhamnus californica</i>	California coffeeberry
<i>Rhododendron</i> spp.	Rhododendron (including azalea) – includes all species, hybrids and cultivars
<i>Rosa gymnocarpa</i>	Wood rose
<i>Sequoia sempervirens</i>	Coast redwood
<i>Trientalis latifolia</i>	Western starflower
<i>Umbellularia californica</i>	California bay laurel, pepperwood, Oregon myrtle
<i>Vaccinium ovatum</i>	Evergreen huckleberry
<i>Viburnum</i> x <i>bodnantense</i>	Bodnant Viburnum

<i>Viburnum plicatum</i> var. <i>tomentosum</i>	Doublefile Viburnum
<i>Viburnum tinus</i>	Laurustinus

Plants Associated with *Phytophthora ramorum*

(Until proven as a host by Koch's postulates, there are only regulated as nursery stock and not in other forms. See 7 CFR 301.92 <http://www.aphis.usda.gov/ppq/ispm/sod>)

Scientific Name (36)	Common Name, Date & Source of Report
<i>Abies grandis</i>	Grand fir – June 03 (1)
<i>Aesculus hippocastanum</i>	Horse-chestnut – Dec 03 (3)
<i>Arbutus unedo</i>	Strawberry tree – Dec 02 (7)
<i>Calluna vulgaris</i>	Heath – June 04 (11)
<i>Clintonia andrewsiana</i>	Andrew's clintonia bead lily – May 04 (5)
<i>Castanea sativa</i>	Sweet chestnut – Feb 04 (3)
<i>Corylus comuta</i>	California hazelnut – Dec 02 (5)
<i>Drimys winteri</i>	Winter's bark – July 04 (3)
<i>Dryopteris arguta</i>	California wood fern – May 04 (5)
<i>Fagus sylvatica</i>	European beech – Dec 03 (3)
<i>Kalmia latifolia</i>	Mountain laurel – Fall 02 (3)
<i>Laurus nobilis</i>	Bay laurel – July 04 (3)
<i>Leucothoe fontanesiana</i>	Drooping leucothoe – Oct 03 (3)
<i>Pieris formosa</i> var. <i>forrestii</i>	Chinese Pieris – Oct 03 (3)
<i>Pieris formosa</i> var. <i>forrestii</i> x <i>Pieris japonica</i>	Pieris – Oct 03 (3)
<i>Pittosporum undulatum</i>	Victorian box – Dec 02 (6)
<i>Pyracantha koidzumii</i>	Formosa firethorn – Apr 04 (9)
<i>Quercus cerris</i>	European turkey oak – Feb 04 (3)
<i>Quercus falcata</i>	Southern red oak – Nov 03 (3)
<i>Quercus ilex</i>	Holm oak – Dec 03 (3)
<i>Quercus rubra</i>	Northern red oak – Nov 03 (8)
<i>Rhamnus purshiana</i>	Cascara – Dec 02 (4)
<i>Rubus spectabilis</i>	Salmonberry – Dec 02 (4)
<i>Salix caprea</i>	Goat willow – July 04 (3)
<i>Smilacina racemosa</i>	False Solomon's seal – June 04 (10)
<i>Syringa vulgaris</i>	Lilac – 2003 (3) updated Oct 03
<i>Taxus baccata</i>	European yew – Aug 03 (3)
<i>Taxus brevifolia</i>	Pacific yew – May 03 (5)
<i>Toxicodendron diversiloba</i>	Poison oak – Dec 02 (4)
<i>Viburnum davidii</i>	David Viburnum – Oct 03 (3)

<i>Viburnum farreri</i> (= <i>V. fragrans</i> )	Fragrant Viburnum – Oct 03 (3)
<i>Viburnum lantana</i>	Wayfaringtree Viburnum – Oct 03 (3)
<i>Viburnum opulus</i>	European cranberrybush Viburnum – Oct 03(3)
<i>Viburnum x burkwoodii</i>	Burkwood Viburnum – Oct 03 (3)
<i>Viburnum x carlcephalum</i> x <i>V. utile</i>	Viburnum – Oct 03 (3)
<i>Viburnum x pragense</i>	Prague Viburnum – Oct 03 (3)

- <sup>1</sup> California Department of Food and Agriculture
- <sup>2</sup> Oregon Department of Agriculture
- <sup>3</sup> Department for Environment, Food, and Rural Affairs, UK
- <sup>4</sup> Everett Hanson, Oregon State University
- <sup>5</sup> David Rizzo, University of California – Davis
- <sup>6</sup> Matteo Garbelotto, University of California - Berkeley
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- <sup>8</sup> Plant Protection Service, Wageningen, Netherlands
- <sup>9</sup> Canadian Food Inspection Agency, Canada
- <sup>10</sup> Daniel Hübertli, University of California – Berkeley
- <sup>11</sup> Adam Zych, Plant Protection and Seed Service – Poland

#### Rationale for Lists:

##### Host Plants for *Phytophthora ramorum*:

Host plants are naturally infected associated plants added upon completion, documentation, review and acceptance of traditional Koch's postulates. Some are regulated in part (such as redwood and Douglas fir); others are regulated in their entirety (such as tanoak and western star flower). Details on regulated plants and articles can be found via links to "Phytophthora ramorum 7 CFR 301.92" and "Recent Modifications to Phytophthora ramorum Regulations" at: <http://www.aphis.usda.gov/ppq/ispm/sod>

The plants listed in the original Interim Rule dated 14 February 2002 were adapted from a review and evaluation of lists of regulated plants from other regulatory agencies.

##### Plants Associated with *Phytophthora ramorum*:

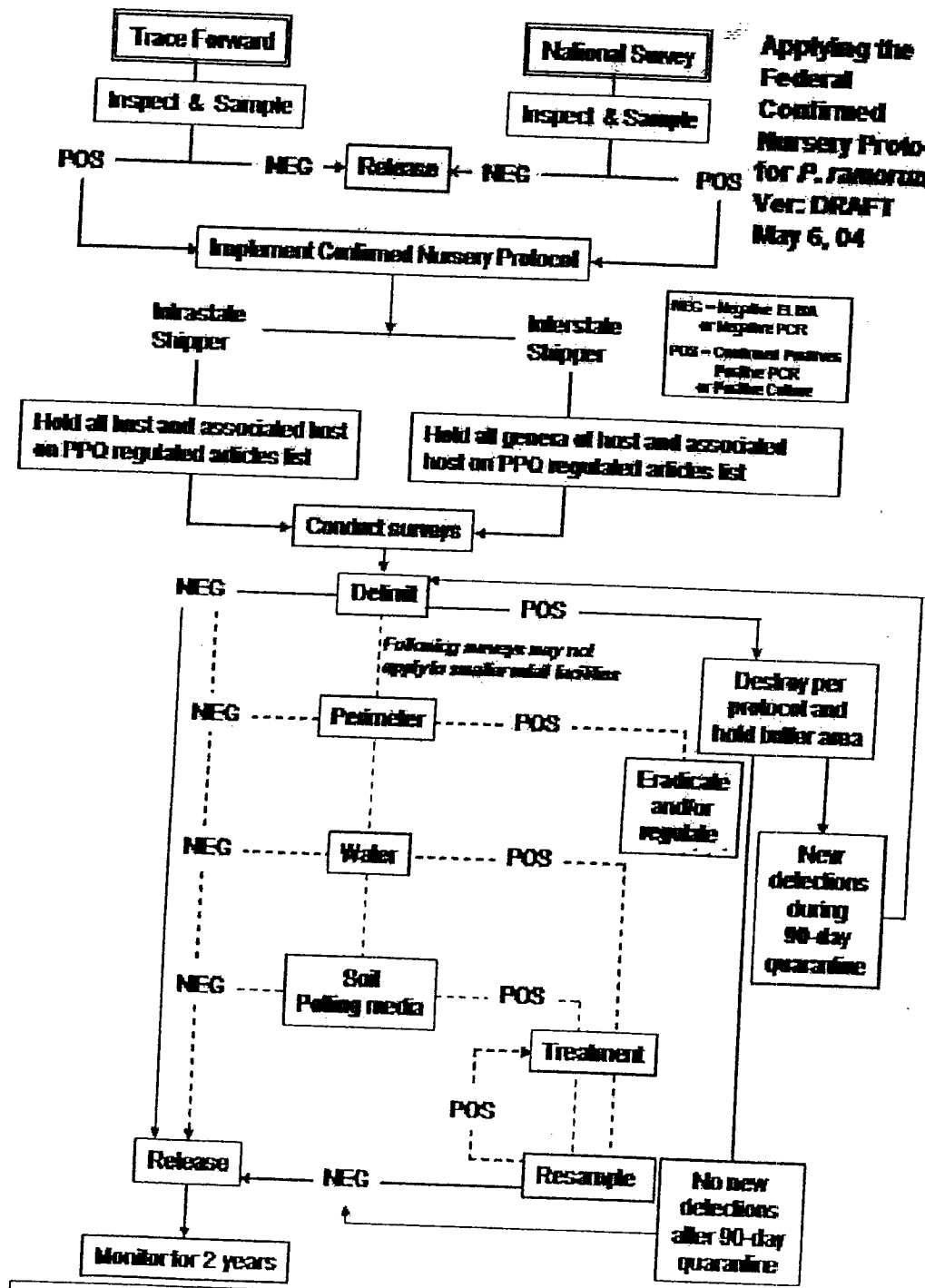
Associated plants are those reported found naturally infected and from which *P. ramorum* has been cultured and/or detected using PCR (Polymerase Chain Reaction). For each of these, traditional Koch's postulates have not yet been completed or documented and reviewed. These reports must be documented and reviewed by PPQ before they will be listed.

##### Regulation at the genus level:

For either list, a listed plant may be revised to regulate at the genus level to ensure appropriate and effective inspection in quarantine areas, regulated nurseries, and regulated articles to mitigate the spread of *P. ramorum*. An example is when the number of individual species, hybrids, or cultivars listed or to be listed is determined to prevent appropriate and effective inspection or regulation.

**Appendix 9**  
**Protocol Schematic**

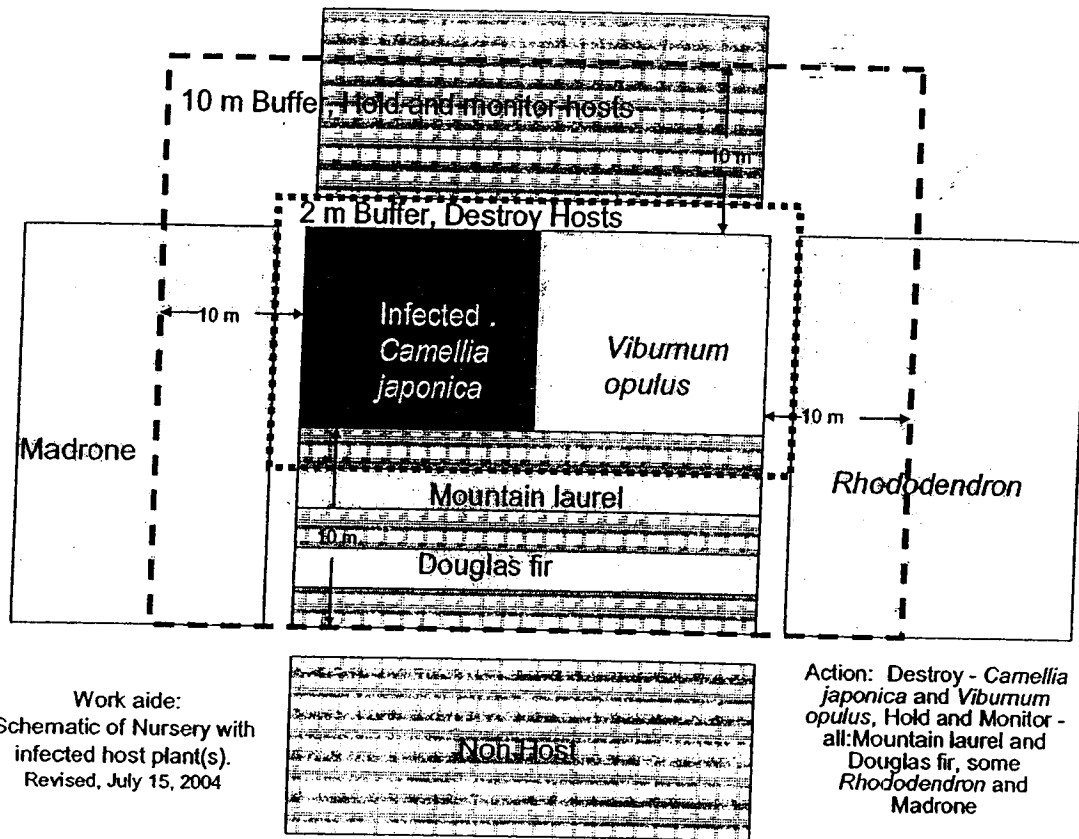
**Applying the  
 Federal  
 Confirmed  
 Nursery Protocol  
 for *P. ramorum*  
 Ver: DRAFT  
 May 6, 04**



This is a graphical summary of the Emergency SOD program. It must be used in conjunction with the current trace forward, confirmed nursery, national survey, and diagnostic protocols.

Confirmed Nursery Protocol – 15 October 2004 -- Version 6.0

**Appendix 10**  
**Work Aide – Schematic of Nursery with Infected Host Plant(s).**



**Scope of Work for *Phytophthora ramorum*  
(Sudden Oak Death)  
In Regulated Counties  
July 1, 2005 - June 30, 2006  
FY 2005/2006**

**Appendix B**

**Pest Exclusion Advisory 2-2005**



STATE OF CALIFORNIA  
DEPARTMENT OF FOOD AND  
AGRICULTURE  
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Sacramento, CA 95814

Agreement No. 05-0288  
Exhibit A  
Attachment 3 of 57  
**PEST EXCLUSION ADVISORY**

NO. 02-2005

DATE: January 28, 2005  
TO: All County Agricultural Commissioners  
FROM: Plant Health and Pest Prevention Services  
SUBJECT: *Phytophthora ramorum* Detection at Monrovia Nursery, Azusa and Regulatory Actions

**Phytophthora ramorum Detection at Monrovia Nursery**

This is to inform all County Agricultural Commissioners of the detection of *Phytophthora ramorum*, causal pathogen of Sudden Oak Death (SOD), on two *Camelia* species at Monrovia Nursery, Azusa, Los Angeles County on January 26, 2005.

All plant materials as described in page seven of the Emergency Federal Order on *P. ramorum* have been placed on hold. The Nursery Compliance Agreement has been suspended. The California Department of Food and Agriculture (CDFA) and United States Department of Agriculture (USDA) are collecting trace forward information for all SOD-host material shipped from the nursery during the past twelve months. A list of nurseries that received stock from Monrovia Nursery, Azusa will be distributed to counties as soon as it is available. Monrovia Nursery, Azusa is also informing its customers about the positive find and customers may contact their local County Agricultural Commissioner's offices.

**Trace Forward Actions**

The following procedures are to be followed at all trace forward locations (retail or production nurseries) where plants from Monrovia have been sent:

1. Locate all trace forward plants from Monrovia Nursery.
2. County inspectors must issue a hold notice for all SOD-hosts received from Monrovia Nursery, Azusa during the past twelve months that remain at each trace forward location. The receiver can elect to destroy the plants under official supervision and per USDA Protocol for Nurseries with Plants Infected with *P. ramorum*.
3. When completing the hold notice, county inspectors must include: the name of the shipping nursery (Monrovia Nursery, Azusa), the name and full address of the nursery/location where plants are held, the scientific and common name, variety, number and pot size of each plant on hold. Send copies of hold notices to CDFA, Interior Pest Exclusion, Sacramento (FAX: 916-654- 0986; Attn: Basil Ibewiro).
4. County inspectors must inspect trace forward plants for symptoms of Sudden Oak Death.
5. Take samples from symptomatic and asymptomatic trace forward host plants, up to a maximum of 40 samples per nursery.
6. Record which plants were sampled, and map their location at the nursery. Follow the sanitation instructions in the Protocol for Nurseries with Plants Infected with *P. ramorum*.
7. Submit collected samples to CDFA, Plant Pest Diagnostics Laboratory to test for the presence of *P. ramorum*. On the PDR, enter "Monrovia Nursery" in the Shipper Name section and "Monrovia Nursery Trace Forward" in the Remarks/Comments.
8. If test results are negative, release all plants.

**Actions at *Phytophthora ramorum* Positive Locations**

If any plants from Monrovia Nursery, Azusa test positive for *P. ramorum* at the trace forward locations, the actions to take are as follows:

**Production Nurseries/Wholesale Brokers**

**Interstate Shippers in All Counties** - Nurseries that are certified or intend to ship plants interstate:

1. Compliance agreement (if issued) must be suspended.
2. If the nursery intends to continue shipping interstate. Place hold on:
  - 1) All genera of host nursery stock and associated plants.
  - 2) All plants within same genus as any host or associated plants.
  - 3) All plants located within 10 meters of host or associated host plants.
  - 4) Any genera of other plants found infected by *P. ramorum*.
3. Compliance agreements for interstate shipping will be re-issued after delimitation according to the Confirmed Nursery Protocol including sampling, testing, and re-inspection with negative results.

**Intrastate Shippers in Regulated Counties** - Nurseries that do not intend to ship plants interstate:

1. The Confirmed Nursery Protocol must be implemented.
2. Only the specific plant species (not genera) listed in the USDA/APHIS List of *Phytophthora ramorum* Hosts and Associated Hosts Plants must be placed on hold until delimitation within and outside of the nursery is completed.

**Intrastate Shippers in Quarantined Counties** - Nurseries located within the 14-county quarantined area that do not ship out of the quarantined area should be dealt with using the following nursery stock cleanliness standards:

1. The stock shall be kept "free of" *P. ramorum*, California Code of Regulations (CCR) Section 3060.2 (b)(2).
2. Such stock (the lot) is subject to disposal in a manner satisfactory to the County Agricultural Commissioner.
3. Stock may be sold under a written agreement between the buyer and seller in accordance with CCR Section 3060.4 (a)(1)(D).

**Retail Nurseries/Garden Centers in All Counties**

1. Infected lot(s) must be destroyed.
2. All plants at the nursery must be inspected for symptoms of SOD.
3. Samples must be collected from all symptomatic plants.
4. Symptomatic plants must be placed under nursery stock non-compliance hold.
5. All plants that test positive, and the respective lots, must be destroyed.

**Mixed Retail/Production Nurseries in All Counties** - Nurseries that have a retail and production/wholesale component:

1. The appropriate actions must be applied to any portion of the nursery where *P. ramorum* positive plants are grown or stored.
2. Inspectors should use their judgment in delineating the retail sales area from the production/wholesale area when implementing the appropriate actions.

Any questions concerning this advisory may be directed to Basil Ibewiro, Courtney Albrecht, or Nick Condos at (916) 654-0312, or by e-mail at [bibewiro@cdfa.ca.gov](mailto:bibewiro@cdfa.ca.gov)

**Scope of Work for *Phytophthora ramorum*  
(Sudden Oak Death)  
In Regulated Counties  
July 1, 2005 - June 30, 2006  
FY 2005/2006**

**Appendix C**

**Federal Order Restricting Interstate Movement of Nursery  
Stock from California, Oregon, and Washington Nurseries  
December 21, 2004**

EMERGENCY FEDERAL ORDER  
RESTRICTING MOVEMENT OF NURSERY STOCK  
FROM CALIFORNIA, OREGON, AND WASHINGTON NURSERIES  
December 21, 2004

This emergency Order replaces ORDER RESTRICTING MOVEMENT OF NURSERY STOCK FROM CALIFORNIA NURSERIES, dated April 22, 2004 and the April 23, 2004 CLARIFICATION.

The purpose and goal of this Order is to prevent the spread of *Phytophthora ramorum* through regulatory authority provided for in Sections 412 and 414 of the Plant Protection Act, (7 U.S.C. 7712, 7714).

This Order is effective on January 10, 2005.

The Administrator of the Animal and Plant Health Inspection Service (APHIS) considers it necessary, in order to prevent the dissemination of *P. ramorum*, to establish restrictions on the interstate movement of nursery stock from nurseries in California, Oregon, and Washington as described in this Order.

Under "Subpart-Phytophthora Ramorum" (7 CFR 301.92 through 301.92-11, referred to below as the regulations), APHIS restricts the interstate movement of certain regulated and restricted articles from quarantined areas in California and Oregon to prevent the artificial spread of *P. ramorum*. The requirements established by this Order supersede any requirements contained in 7 CFR 301.92 through 301.92-11 that are inconsistent with this Order. Note that all other requirements of 7 CFR 301.92 through 301.92-11 remain in force.

**Definitions of key terms used in this Order:**

**Dormancy:** A seasonal absence of plant parts, such as leaves. In dormancy, foliar *P. ramorum* symptoms would not be observable.

**Compliance Agreement:** AN APHIS or APHIS/State written agreement made with industry covering the details of the *P. ramorum* program as applies to that entity. Would include obligations, responsibilities, procedures, record keeping, penalties, time period covered, audits, and certification.

**Lot (of plants):** A lot is defined as a contiguous block of plants of the same species or variety, of the same container size and from the same source, if known.

**Nursery:** Any location where nursery stock is grown, propagated, stored, or sold; or any location from which nursery stock is distributed to a customer.

Nursery Stock: All plants for planting, including houseplants and propagative material. The following nursery stock is exempted from the requirements of this Order in both quarantined and regulated areas:

- Seeds
- Turf or sod
- Bulbs, tubers, corms, or rhizomes (except those plants listed in Attachment I and II)
- Greenhouse grown cactus
- Greenhouse grown succulents
- Greenhouse grown orchids
- Aquarium grown aquatic plants
- Greenhouse, container, or field grown palms
- Greenhouse, container, or field grown cycads
- Tissue culture plants grown in vitro

Quarantined Area: An area within which a quarantine pest occurs and is being officially controlled." (NAPPO, 1985) FAO-WG, 1995. For this Order, a county or part of a county where *P. ramorum* has been established in the natural environment and has come under the provisions of 7CFR301.92.

Regulated Area: An area into which, within which, and/or from which plants, plant products and other regulated articles, are subjected to phytosanitary measures in order to prevent the introduction and/or spread of quarantine pests." (NAPPO, 1994c) FAQ, 1990. For this Order, any county or part of a county in California, Oregon, and Washington not quarantined under the provisions of 7CFR301.92.

Succulents: plants having thick, fleshy, water-storing leaves or stems.

Turf or sod: a surface layer of earth containing a dense growth of grass and its matted roots.

"When symptoms are anticipated": Period generally 30-60 days after bud-break (usually in the spring). For some plants or locations, may be in fall, winter, or earlier in the spring. To be determined at the discretion of the State Department of Agriculture, but can be determined for species with consultation with CPHST.

### **Rationale for this Order**

This Order addresses the discovery of *P. ramorum* in nurseries in California, Oregon, and Washington that are outside quarantined areas (such areas are referred to as regulated areas in this Order). Since nurseries in regulated areas are not covered by the current regulations in 7 CFR 301.92 through 301.92-11, we are requiring inspection and certification of freedom from *P. ramorum* of all nurseries in California, Oregon and Washington that ship plants interstate, and are implementing restrictions on the interstate movement of nursery stock from all nurseries in regulated areas under this Order. This

action is necessary on an emergency basis to prevent the potential spread of *P. ramorum* to non-infested areas of the United States.

## REQUIREMENTS

### I. Restrictions on California and Oregon Nurseries in Quarantined Areas

Under the regulations in §301.92-11(a), nurseries in quarantined areas must be inspected for symptoms of *P. ramorum* annually. In addition, each shipment of regulated articles of nursery stock must be inspected and found free of *P. ramorum* prior to their interstate movement.

This Order restricts the interstate movement of associated articles (see Attachment II). Under this Order, the provisions of § 301.92-11 are applied to associated articles that are being moved interstate from quarantined areas. The provisions of § 301.92-11 include requirements that nurseries where host nursery stock and associated articles are grown be inspected and tested for the presence of *P. ramorum* in advance of the interstate movement of regulated nursery stock.

Testing of nursery stock required under 301.92-11 of the regulations must be in accordance with the testing protocol described in Section V of this Order.

Additionally, under this Order, any nursery in a quarantined area that ships plants interstate, but that does not contain or ship plants listed in Attachments I and II, must be visually inspected annually for *P. ramorum*-like symptoms. The initial inspection and determination of pest-freedom for such nurseries must occur within 60 days of the effective date of this Order for the nursery to be eligible to continue shipping plants interstate after that date. The sixty day inspection requirement is postponed if plants have entered dormancy at the time this Order is issued. In those cases, this Order will go into effect sixty days following the time when the best expression of symptoms is anticipated but no later than July 1, 2005. Plants showing symptoms of *P. ramorum*-like infection upon inspection will be sampled and tested. If symptomatic plants are found upon inspection, the following plants must be withheld from interstate shipment until testing is completed and the nursery is found free of evidence of *P. ramorum* as described below under Section V: (1) all symptomatic plants; (2) any plants located in the same lot as the suspect plant; and 3) any plants located within 2 meters of this lot of plants.

### II. Initial Restrictions on California, Oregon, and Washington Nurseries Located in Regulated Areas

The detections of *P. ramorum* in Washington and the regulated areas of California and Oregon are limited to commercially produced plants inside nurseries. In the quarantined counties in California and Oregon, *P. ramorum* is known to be established in the natural environment. The disease has not been detected in the environment outside the quarantined area. Therefore, we are regulating the interstate movement of nursery stock from nurseries in regulated areas in California, Oregon, and Washington, but we are not

regulating the interstate movement of any other articles from regulated areas in California, Oregon, and Washington.

*Effective January 10, 2005*, nurseries in regulated areas in California, Oregon, and Washington that ship host or associated plant nursery stock listed in Attachments I and II of this Order interstate may not ship nursery stock interstate until the nursery has been inspected, sampled and tested, and we determine there is no evidence of *P. ramorum* infestation according to the process described in this Order.

Nurseries that have been inspected, sampled and certified free of *P. ramorum* consistent with standards set forth in this Order no more than one year prior to the date of signature of this Order may continue to ship interstate for up to one year after certification, after which date they must be re-inspected as per this Order.

*Effective sixty days after January 10, 2005 (effective date of Order)*, any nursery in California, Oregon, and Washington that ships plants interstate, but that does not contain or ship plants listed in Attachments I and II may not ship nursery stock interstate until the nursery has been inspected and we determine there is no evidence of *P. ramorum* infestation according to the process described in this Order. The sixty day inspection requirement is postponed if plants have entered dormancy at the time this Order is issued. In those cases, this Order will go into effect sixty days following the time when the best expression of symptoms is anticipated but no later than July 1, 2005.

States shall maintain lists of nurseries approved for shipping under this Order.

### **III. Annual Inspection and Restrictions on Movement of Plants.**

Nurseries in regulated areas in California, Oregon, and Washington that ship host or associated plant nursery stock listed in Attachments I and II of this Order interstate must be inspected, sampled, and tested annually in accordance with Sections IV and V of this Order by an APHIS, State, or County inspector for *P. ramorum*. Inspectors should conduct inspections at times when the best expression of symptoms are anticipated. In addition, the inspector should take nursery fungicide programs into consideration.

All genera of plants are subject to inspection. Alternately, such nurseries may be inspected sampled, and tested through an official "State Nursery Stock Cleanliness Program" (SNSCP), which documents inspection of all nursery stock for the presence of *P. ramorum*, at the appropriate time of the year. The SNSCP inspection, sampling, and testing program must be approved by APHIS. Until testing is completed and the nursery is found free of evidence of *P. ramorum* as described below under Section V the following plants must be withheld from interstate shipment: (1) All host nursery stock and associated plants; (2) all plants within same genus as any host or associated plant; and (3) any plants located within 10 meters of a host or associated plant.

Nurseries in regulated or quarantined areas that ship plants interstate, but that do not contain or ship plants listed in Attachments I and II, must be visually inspected annually

for *P. ramorum*-like symptoms. Inspectors should conduct inspections at times when the best expression of symptoms are anticipated. In addition, the inspector should take nursery fungicide programs into consideration. All genera of plants are subject to inspection. Plants showing symptoms of *P. ramorum* infection upon inspection will be sampled and tested. If symptomatic plants are found upon inspection, the following plants must be withheld from interstate shipment until testing is completed and the nursery is found free of evidence of *P. ramorum* as described below under Section V: (1) all symptomatic plants; (2) any plants located in the same lot as the suspect plant; and (3) any plants located within 2 meters of this lot of plants.

Nurseries in California, Oregon, or Washington that are operating under compliance agreements and that receive plants from sources in California, Oregon, or Washington may only receive host and associated host plants from nurseries also under an APHIS approved compliance agreement or nonlisted plants from nurseries that have been inspected and are on a list maintained by state agriculture officials. Otherwise, the receiving nurseries must have an official inspector inspect and test such plants for *P. ramorum* and these plants must be safeguarded, segregated and held from sale until test results are complete.

Nurseries in California, Oregon, or Washington that are operating under compliance agreements may be inspected, sampled, and tested anytime prior to the expiration of their current agreement. Should symptomatic plants be found during the inspection, the following plants must be withheld from interstate shipment until testing is completed and the nursery is found free of evidence of *P. ramorum* as described below under Section V: (1) all symptomatic plants; (2) any plants located in the same lot as the suspect plant; and (3) any plants located within 2 meters of this lot of plants. Should the compliance agreement expire before testing is completed and the nursery has not been found free of evidence of *P. ramorum* as described below under Section V then the following plants must be withheld from interstate shipment: (1) All host nursery stock and associated plants; (2) all plants within same genus as any host or associated plant; and (3) any plants located within 10 meters of a host or associated plant.

All nurseries that are operating under compliance agreements, except retail outlets, must maintain records of all incoming and outgoing shipments of plants for a minimum of 24 months. Retail dealers that are operating under compliance agreements must maintain records of incoming shipments for a minimum of 24 months.

#### IV. Sampling.

For nurseries that ship host or associated plants all symptomatic plants must be sampled with a minimum of 40 samples being tested per nursery location. One sample may contain more than one leaf and may come from more than one plant but all plants in the sample must from the same lot. Samples will be taken from symptomatic plants unless no symptomatic plants are present. In that case, asymptomatic plants will be sampled. Sampling shall be biased to hosts, associated plants, and nearby plants.

For nurseries that do not ship plants listed in Attachment I or II, only symptomatic material must be sampled.

#### V. Testing procedures and protocols.

Whenever testing is required by this Order or by the regulations in 301.92 through 301.92-11, such testing must be conducted in accordance with the following protocol:

Samples collected at nurseries in the quarantined and regulated areas must be analyzed using a methodology approved by APHIS at a laboratory approved by APHIS.

ELISA prescreening of plant samples may be used to determine the presence of *Phytophthora*.

- If all samples from a single nursery are found to be negative through ELISA prescreening, no further testing is required. The nursery may be considered free of evidence of *P. ramorum*, and the nursery is eligible to issue certificates for the interstate movement of plants provided that it is operating under an APHIS approved compliance agreement in accordance with 7 CFR 301.92-6.
- If ELISA prescreening reveals the presence of *Phytophthora* in any plants, plants must continue to be held as described above in Sections I, II or III and each sample that returns positive ELISA results must be tested using the test protocol described below.

If ELISA prescreening is not performed, or if results of ELISA prescreening are positive for *Phytophthora*, plant samples must be analyzed using either the APHIS approved nested PCR or culture test. Samples will be considered positive for *P. ramorum* based on positive results of a nested PCR test or positive results of a culture test. Positive nested PCR tests do not require confirmatory culture tests, nor do positive culture tests require confirmatory nested PCR tests. Note, however, that if culture tests do not return positive results, a nested PCR test must be conducted, as described below. No culture test is required if a nested PCR test returns negative results.

#### Nested PCR Test

- If the results of nested PCR tests are negative for all samples in a nursery, no further testing is required. The nursery may be considered free of evidence of *P. ramorum* and the nursery is eligible to issue certificates for the interstate movement of plants provided that it is operating under an APHIS approved compliance agreement in accordance with 7 CFR 301.92-6.
- If any samples tested using the nested PCR protocol return positive results for *P. ramorum*, the nursery from which they originate is prohibited from moving (1) All host nursery stock and associated plants; (2) all plants within same genus as any listed host or associated plant; (3) any plants located within 10 meters of a host or associated plant; and (4) any genera of other plants found infected until the conditions of the USDA Confirmed Nursery Protocol are met. At that time, the nursery will be eligible to ship plants interstate provided that it is operating under an APHIS approved compliance agreement in accordance with 7 CFR 301.92-6.

#### Culture Test

- If the results of culture tests are not positive for any samples taken from a single nursery, plants in the nursery must continue to be held as described above in Section I, II or III and each plant sample must be tested again using the nested PCR test, as described above.
- If any culture tests return positive results for *P. ramorum*, the nursery from which they originate is prohibited from moving (1) All host nursery stock and associated plants; (2) all plants within same genus as any listed host or associated plant; (3) any plants located within 10 meters of a host or associated plant; and (4) any genera of other plants found infected until the conditions of the USDA Confirmed Nursery Protocol are met. At that time, the nursery will be eligible to ship plants interstate provided that it is operating under an APHIS approved compliance agreement in accordance with 7 CFR 301.92-6.

These testing protocols are described in detail at:

[www.aphis.usda.gov/ppq/ispm/sod/survey.html](http://www.aphis.usda.gov/ppq/ispm/sod/survey.html)

Additional test methods may be approved by APHIS in the future.

#### **VI. Certification of Compliance**

All host nursery stock and associated plants shipped interstate originating in California, Oregon, and Washington must be accompanied by appropriate Federal certification issued under an APHIS approved compliance agreement.

#### **VII. Sunset Clause**

Unless renewed, revised, re-issued, or superseded by a rule published in the Federal Register this Order shall be considered revoked 3 years from the effective date.

#### **VIII. Designation of Quarantine and Regulated Areas for *P. ramorum*.**

The following Counties or portions of Counties in California and Oregon are designated as *quarantined areas*:

California: Alameda, Contra Costa<sup>1</sup>, Humboldt<sup>1</sup>, Lake<sup>1</sup>, Marin, Mendocino, Monterey, Napa, San Francisco<sup>1</sup>, San Mateo, Santa Clara, Santa Cruz, Solano, and Sonoma.

Oregon: That portion of Curry County as follows: In T. 40 S., R. 13 W., secs. 5, 8, 16, 17, 20, 21, 28, 29, 32, and 33; southeast quarter of sec. 19; west half of sec. 9; west half of sec. 4; and northeast quarter of sec. 30.

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<sup>1</sup> Formally added by this Order.

All areas of California, Oregon, and Washington that are not designated as quarantined areas are designated by this Order as *regulated areas*.

**IX. Effective Date**

To allow the affected industry and states to appropriately prepare for implementation of this emergency Order, the Order will become effective on January 10, 2005.

An interim rule will be issued and published in the Federal Register setting forth the requirements of the Order.

/s/ Richard L. Dunkle

\_\_\_\_\_  
Signature of USDA Official

Deputy Administrator, PPQ

\_\_\_\_\_  
Title

December 21, 2004

\_\_\_\_\_  
Date

Attachment I – All plants listed below are officially recognized as hosts of *Phytophthora ramorum*.

### Host Plants of *Phytophthora ramorum*

Scientific Name (31)	Common Name
<i>Acer macrophyllum</i>	Bigleaf maple
<i>Aesculus californica</i>	California buckeye
<i>Arbutus menziesii</i>	Madrone
<i>Arctostaphylos manzanita</i>	Manzanita
<i>Calluna vulgaris</i> <sup>1</sup>	Heather
<i>Camellia</i> spp. <sup>2</sup>	Camellia - all species, hybrids and cultivars
<i>Hamamelis virginiana</i>	Witch hazel
<i>Heteromeles arbutifolia</i>	Toyon
<i>Lithocarpus densiflorus</i>	Tanoak
<i>Lonicera hispidula</i>	California honeysuckle
<i>Maianthemum racemosum</i> (formerly <i>Smilacina racemosa</i> ) <sup>1</sup>	False Solomon's seal
<i>Photinia fraseri</i> <sup>1</sup>	Red tip or Fraser's Photinia
<i>Pieris Formosa</i>	Himalaya Pieris
<i>Pieris formosa x japonica</i>	Pieris 'Forest Flame', forest flame andromeda
<i>Pieris floribunda x japonica</i>	Pieris 'Brouwer's Beauty', Brouwer's beauty andromeda
<i>Pieris japonica</i> <sup>1</sup>	Japanese Pieris
<i>Pseudotsuga menziesii</i> var. <i>menziesii</i>	Douglas-fir
<i>Quercus agrifolia</i>	Coast live oak
<i>Quercus chrysolepis</i>	Canyon live oak

<sup>1</sup> Formally moved from the Associated Host list to the Host list by this Order.

<sup>2</sup> Formally added to the Host list by this Order.

<i>Quercus kelloggii</i>	California black oak
<i>Quercus parvula</i> v. <i>shrevei</i>	Shreve's oak
<i>Rhamnus californica</i>	California coffeeberry
<i>Rhododendron</i> spp.	Rhododendron (including azalea) – includes all species, hybrids and cultivars
<i>Rosa gymnocarpa</i>	Wood rose
<i>Sequoia sempervirens</i>	Coast redwood
<i>Trientalis latifolia</i>	Western starflower
<i>Umbellularia californica</i>	California bay laurel, pepperwood, Oregon myrtle
<i>Vaccinium ovatum</i>	Evergreen huckleberry
<i>Viburnum x bodnantense</i>	Bodnant Viburnum
<i>Viburnum plicatum</i> var. <i>tomentosum</i>	Doublefile Viburnum
<i>Viburnum tinus</i>	Laurustinus

Attachment II – All plants listed below are officially recognized as being associated with *Phytophthora ramorum*.

Associated plants are the thirty-seven below that have been identified as associated with *P. ramorum* because results of culture or Polymerase Chain Reaction (PCR) tests returned positive for the fungus. For each of these, traditional Koch's postulates have not yet been completed or documented and reviewed.

**Plants Associated with *Phytophthora ramorum***

Scientific Name (37)	Common Name
<i>Abies grandis</i>	Grand fir
<i>Aesculus hippocastanum</i>	Horse-chestnut
<i>Arbutus unedo</i>	Strawberry tree
<i>Clintonia andrewsiana</i>	Andrew's clintonia bead lily
<i>Castanea sativa</i>	Sweet chestnut
<i>Corylus comuta</i>	California hazelnut
<i>Drimys winteri</i>	Winter's bark
<i>Dryopteris arguta</i>	California wood fern
<i>Fagus sylvatica</i>	European beech
<i>Fraxinus excelsior</i> <sup>1</sup>	European ash
<i>Kalmia latifolia</i>	Mountain laurel
<i>Laurus nobilis</i>	Bay laurel
<i>Leucothoe fontanesiana</i>	Drooping leucothoe
<i>Nothofagus oblique</i> <sup>1</sup>	Southern or Roble beech
<i>Pieris Formosa</i> var. <i>forrestii</i>	Chinese Pieris
<i>Pieris formosa</i> var. <i>forrestii</i> x <i>Pieris japonica</i>	Pieris
<i>Pittosporum undulatum</i>	Victorian box
<i>Pyracantha koidzumii</i>	Formosa firethorn

<sup>1</sup> Formally added to the Associated Host list by this Order.

<i>Quercus cerris</i>	European turkey oak
<i>Quercus falcata</i>	Southern red oak
<i>Quercus ilex</i>	Holm oak
<i>Quercus rubra</i>	Northern red oak
<i>Rhamnus purshiana</i>	Cascara
<i>Rubus spectabilis</i>	Salmonberry
<i>Salix caprea</i>	Goat willow
<i>Syringa vulgaris</i>	Lilac
<i>Taxus baccata</i>	European yew
<i>Taxus brevifolia</i>	Pacific yew
<i>Toxicodendron diversilobum</i>	Poison oak
<i>Viburnum davidii</i>	David Viburnum
<i>Viburnum farreri</i> (=V. fragrans)	Fragrant Viburnum
<i>Viburnum lantana</i>	Wayfaringtree Viburnum
<i>Viburnum opulus</i>	European cranberrybush Viburnum
<i>Viburnum x burkwoodii</i>	Burkwood Viburnum
<i>Viburnum x carlcephalum</i> x <i>V. utile</i>	Viburnum
<i>Viburnum x pragense</i>	Prague Viburnum
<i>Viburnum x rhytidophylloides</i> <sup>1</sup>	Alleghany or Willowood Viburnum

<sup>1</sup> Formally added to the Associated Host list by this Order.

**Scope of Work for *Phytophthora ramorum*  
(Sudden Oak Death)  
In Regulated Counties  
July 1, 2005 - June 30, 2006  
FY 2005/2006**

**Appendix D**

**Pest Exclusion Advisory 33-2004  
Non-host Nursery List and Laboratory Reservation System**



STATE OF CALIFORNIA  
DEPARTMENT OF FOOD AND  
AGRICULTURE  
1220 N Street, Room A-372  
Sacramento, CA 95814

PEST EXCLUSION ADVISORY

NO. 33-2004

Agreement No. 05-0281  
Exhibit A  
Attachment 3  
Page 48 of 57

DATE: December 10, 2004  
TO: All County Agricultural Commissioners  
FROM: Plant Health and Pest Prevention Services  
SUBJECT: *Phytophthora ramorum* – Non-host Nursery List and Laboratory Reservation System

This is to inform all County Agricultural Commissioners of two additions to the Sudden Oak Death, Nursery Inspection Survey Data System (see PEA 13-2004):

- Entering a nursery onto the list of *Phytophthora ramorum* Non-host Nursery Stock Shippers
- Using the Laboratory Reservation System for *P. ramorum* Samples

**List of Non-host Nursery Stock Shippers**

The revised draft of Federal Order and Quarantine for *P. ramorum* will require the California Department of Food and Agriculture (CDFA) to maintain a list of nurseries that ship non-host nursery stock interstate. The list will be maintained on the CDFA's Sudden Oak Death (SOD) website ([http://www.cdfa.ca.gov/phpps/pe/sod\\_survey](http://www.cdfa.ca.gov/phpps/pe/sod_survey)). This list will be automatically generated when County Agricultural Inspectors enter information on non-host shipping nurseries that have been inspected and found free of *P. ramorum* into the Nursery Inspection Survey Data System (NISDS) (see below). Selected information entered into the NISDS will be automatically posted onto CDFA's SOD website for public viewing.

Additionally, all host and associated host nurseries in non-infested counties that have entered a compliance agreement to ship interstate will be added to the list of non-host shipping nurseries.

**Using the Laboratory Reservation System for *P. ramorum* samples**

According to the draft federal order and quarantine, all nurseries in non-infested counties that intend to ship host and/or associated host nursery stock interstate must be inspected and found free of *P. ramorum* (see Phytosanitary Advisory 22-2004). At each inspection, a minimum of 40 samples must be collected per nursery.

The order is anticipated soon. However, the CDFA's Plant Pest Diagnostics Center (PPDC) is already receiving a large number of samples. To facilitate the orderly processing of samples by the PPDC, a Laboratory Reservation System is being implemented **effective December 20, 2004**. After that date, all samples from *P. ramorum* host and/or associated host-shipping nurseries must be submitted using the Laboratory Reservation System. The PPDC will accept reservations for up to 20 host and associated host shipping nurseries per week. The Laboratory Reservation System must not be used for samples collected from non-host shipping nurseries. Such samples may be submitted any time and will be processed in the order in which they are received. The Laboratory Reservation System will remain in place until 60 days after the issuance of the revised Federal order. Reservations may be made on the NISDS website.

The NISDS website is located at <http://phpps.cdpa.ca.gov>. At this website you will be able to view and create lab reservations as well as input non-host nursery data. Access to the website requires a username and password. To obtain a username and password select the <sign up> link on the left side of the login page (see Figure 1). Enter your username/password and select <Login> on the page that looks similar to Figure 1.

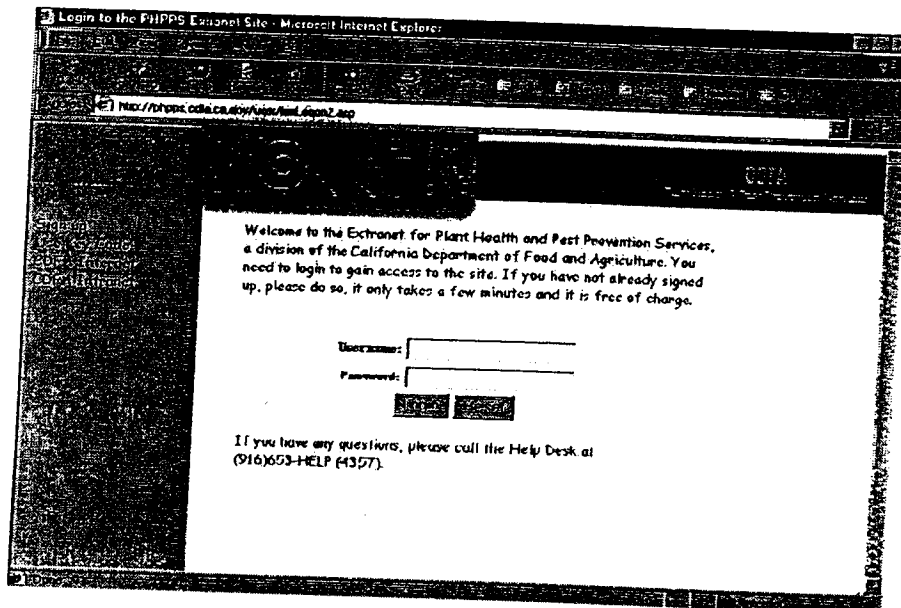


Figure 1 – Login Screen

To access the database, click <Databases> across the top of the 'Welcome' page. On the left side of the 'Databases' page, click <SOD Nursery Data Entry>. This will bring you to a page similar to Figure 2 below. All of the functions of this website can be accessed from this page. You may begin entering data into the Laboratory Reservation System on December 13, 2004.

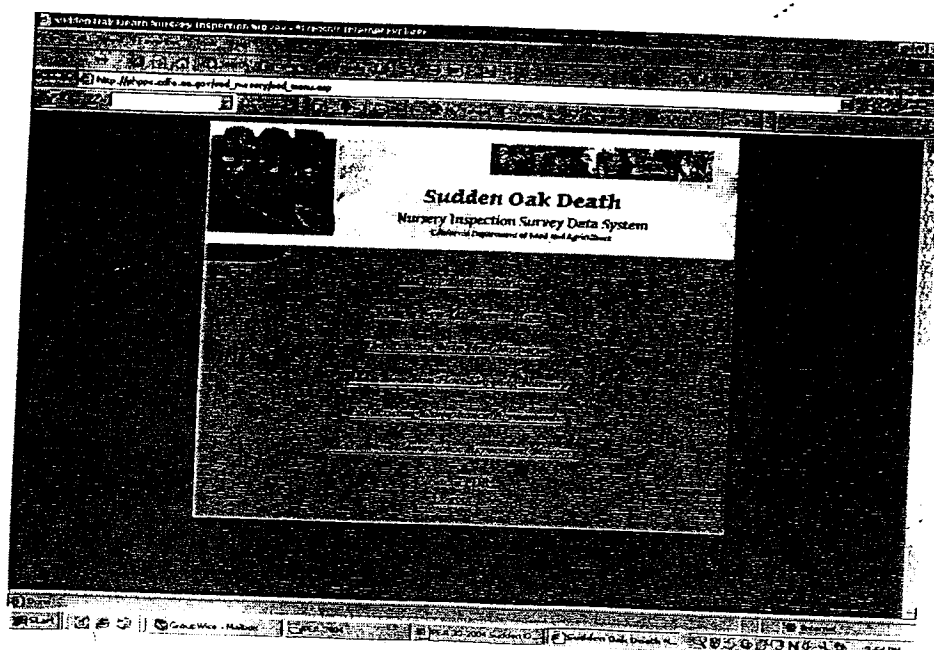


Figure 2 – SOD Nursery Inspection Survey Data System main

Pest Exclusion Advisory 33-2004  
Page 3  
December 10, 2004

Agreement No. 05-0288  
Exhibit A  
Attachment 3  
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Please contact Casey Estep at (916) 653-1440, or by e-mail at [cestep@cdfa.ca.gov](mailto:cestep@cdfa.ca.gov), if you have any questions about entering data into the Nursery Inspection Survey Data System.

If you have any questions regarding this advisory, please contact Basil Ibewiro at (916) 653-0312, or by e-mail at [bibewiro@cdfa.ca.gov](mailto:bibewiro@cdfa.ca.gov)

**Scope of Work for *Phytophthora ramorum***  
**(Sudden Oak Death)**  
**In Regulated Counties**  
**July 1, 2005 - June 30, 2006**  
**FY 2005/2006**

**Appendix E**  
**Monthly Work Report**



CALIFORNIA DEPARTMENT OF  
FOOD AND AGRICULTURE

County: \_\_\_\_\_

Date: \_\_\_\_\_

Monthly Report for Sudden Oak Death Statewide Emergency Response  
In Regulated Counties  
FY 2005/2006  
From July 1, 2005 through June 30, 2006

ACTIVITY

ACTIVITY	NUMBER OF ACTIVITIES	HOURS (ALL ACTIVITIES)
<b>REGISTRATION</b>		
Implementation of Confirmed Nursery Protocol (wholesale/production nurseries)		
Trace Forward/Trace Back Record Audit and Positive Nurseries (P.E. Advisory 2-2005)		
Implementation of Positive Retail Nursery Protocol (P.E. Advisory 2-2005)		
<b>ACE FORWARD/TRACE BACK SUPPLY</b>		
Inspection, Submission of Samples, Regulatory Activity (hold notices, etc.)		
<b>QUARANTINE ENFORCEMENT</b>		
Inspection, Submission of Samples, Other Regulatory Activities at Host Nurseries (hold notices, etc.)		
Inspection of Non-Host Nurseries		
Issuance of Compliance Agreement for Federal Emergency Order		
On going Compliance Inspections, Regulatory Activity as Necessary		
On going Compliance Record Monitoring		
<b>OTHER</b>		
Communication (Regulatory Updates, Conference calls)		
Communication (Public Outreach, Industry Contact)		
Training		
Administrative Support (Quarterly reporting, data entry, etc)		
<b>PICTURE USAGE</b>		

**Scope of Work for *Phytophthora ramorum*  
(Sudden Oak Death)  
In Regulated Counties  
July 1, 2005 - June 30, 2006  
FY 2005/2006**

**Appendix F**

**USDA/APHIS PPQ Tracking Log**



**Scope of Work for *Phytophthora ramorum*  
(Sudden Oak Death)  
In Regulated Counties  
July 1, 2005 - June 30, 2006  
FY 2005/2006**

**Appendix G  
Sample Invoice**

California Department of Food and Agriculture  
 Attn: Marcie MacFarland  
 1220 N Street, Rm A-316  
 Sacramento, CA 95814

SOD Statewide Emergency Response in Regulated Counties  
 Contract #  
 Budget Display FY 2005/2006  
 Invoice for Period from 00/00/00 to 00/00/00

### Personnel Services

Name/classification	Hours	Hourly Rate	Total Salaries	Totals
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
	0.00	0.00	0.00	
Total Hours	0.00	Total Salaries	0.00	
Total Personnel Services				0.00
Indirect (25% of Personnel Services)				0.00
Total Personnel Costs:				0.00

### Operating Expenses

Communication	0.00
Training	0.00
Administrative Support	0.00
Supplies	0.00
Total Operating Expenses:	0.00

Vehicle Usage	Miles	Rate	
Vehicle Mileage (\$0.34/per mile)	0.00	0.34	0.00
Total Mileage Cost:			0.00

### Total Operating Expenses

Grand Total: 0.00

Contract Amount  
 Billed to Date  
 Balance

0.00
0.00
0.00

Workplan for Sudden Oak Death Statewide Emergency Response  
 in Non-Infested Counties  
 FY 2005/2006  
 From July 1, 2005 through June 30, 2006



County: LOS ANGELES  
 Date: 14-Jun-05  
 Cost Per Hour: \$43.19

(Including overhead expenses not to exceed 25%)

Activity	Number of Facilities Requiring Activity	Estimated Visits/Year/Facility	Estimated Hours/Visit	Total Hours	Estimated Annual Cost
<b>Eradication</b>					
Implementation of Confirmed Nursery Protocol (wholesale/production nurseries)	3	12	24	864	\$37,316.16
Trace Forward and Trace Back Record Audit and Positive Nurseries (P.E. Advisory 2-2005)	3	1	4	12	\$518.28
Implementation of Positive Retail Nursery Protocol (P.E. Advisory 2-2005)	10	6	10	600	\$25,914.00
<b>Trace Forward/Trace Back Survey</b>					
Inspection, Submission of Samples, Regulatory Activity (hold notices, etc.)	130	1	8	1040	\$44,917.60
<b>Quarantine Enforcement</b>					
Inspection, Submission of Samples, Other Regulatory Activities at Host Nurseries (hold notices, etc.)	61	4	8	1952	\$84,306.88
Inspection of Non-Host Nurseries	25	1	2.5	62.5	\$2,699.38
Issuance of Compliance Agreement for Federal Emergency Order	61	1	2.5	152.5	\$6,586.48
On going Compliance Inspections, Regulatory Activity as Necessary	61	2	4	488	\$21,076.72
On going Compliance Record Monitoring	27	4	2.5	270	\$11,661.30
<b>Other</b>					
Communication (Regulatory Updates, Conference calls)		24	1.5	36	\$1,554.84
Communication (Public Outreach, Industry Contact)	12	1	4	48	\$2,073.12
Training	2	4	4	32	\$1,382.08
Supplies	N/A	N/A	N/A	N/A	\$1,500.00
Administrative Support (Quarterly reporting, data entry, etc)	1	12	5	60	\$2,591.40
<b>Vehicle Usage</b>					<b>\$244,098.24</b>
Cost per Mile (\$0.34/per mile)					
Mileage per year (all vehicles)					17360
Total Vehicle Cost per Year					\$5,902.40 (cost per mile x mileage)
<b>Total Vehicle Cost:</b>					<b>\$5,902.40</b>
<b>Total Cost:</b>					<b>\$250,000.64</b>

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## COUNTY HIGH RISK PEST EXCLUSION PROGRAM ESTIMATED WORK PLAN GUIDELINES

### PROGRAM DEFINITIONS

**High-Risk Shipments:** are those where there exists a high degree of likelihood that one or more "A" or "Q" rated plant pests will be introduced into or spread within the State by movement or entry of the shipment. "A" and "Q" rated plant pests have been determined to have potential for causing severe damage to the State's agricultural industry, natural resources, or environment, and as such any shipment likely to harbor such pests is considered high-risk. All high-risk shipments are to be inspected. Non-high-risk parcels ("Flower of the Month Club" bulbs, bare-root nursery stock from areas which do not represent a serious quarantine risk, plant materials from California origin with nursery certification, etc.) moving through a "high-risk" facility may be monitored via profiling and inspected as time allows during the premise visit. These shipments will not be included as "high-risk" shipments inspected. High-risk shipments which should be inspected include such items as cut flowers and nursery stock from quarantine areas, any plant materials in unmarked parcels, and other plant material shipments which have a historical record of "A" and "Q" rated pest interceptions.

**High-Risk Pathways:** those facilities where high-risk shipments are regularly or frequently intercepted. The known high-risk pathways have been listed on the Estimate of High-Risk Pest Exclusion Activities, including U.S. Postal Distribution Centers, UPS (except local), Federal Express, Air Freight, Air Freight Forwarded, Truck Referrals (008a-Gypsy Moth, 008-Plants & 008-Other), Specialty Markets, Swap Meets, Post Entry Quarantine, and "Other" pathways identified in your work plans and approved by the Department.

**Shipments Inspected:** Shipments physically opened and examined. This is not packages or pots inspected. A shipment is one lot of plant material sent from one shipper to one receiver via one mode of transport.

**Rejections:** Number of state level rejection notices written. This does not include rejections of materials for failing to meet nursery standards of cleanliness, or materials rejected for B or C rated pests. Any time a live A or Q rated pest is found in a shipment a rejection notice should be issued.

**Pest Interceptions:** Number of "A" and "Q" pest interceptions. When more than one pest species is found in a single shipment, each different species is to be counted as an interception. Finding more than one pest of the same species does not equate to multiple interceptions.

**U.S. Post Office:** Postal distribution centers formerly known as sectional centers that sort mail sealed against inspection (first-class, priority, and express mail parcels).

**United Parcel Service (except local service):** Facilities which process parcels shipped via overnight or expedited service versus facilities that process only parcels moving locally.

**Air Freight:** Air cargo shipments inspected at the airport facility or at destination (see next item).

**Air Freight/Forwarded:** Shipments allowed to proceed to destination or another location for inspection within the same county or to another county and under a warning hold notice (blue tag) or by compliance agreement authorization.

**Truck (008a):** Shipments of historically high-risk household articles from historically high-risk areas that require inspection for gypsy moth.

**Truck (008-Plants & 008-Other):** High-risk shipments moving to destination under quarantine hold notice. This does not include blue-tagged intrastate shipments of nursery stock inspected for glassy winged sharpshooters.

**Post-Entry Quarantine Inspections:** These inspections include both site and plant inspections. A shipment should be recorded when plant material is inspected.

**Other:** This column is to be used to estimate the workload for any high-risk pathway not already listed on the form; these may include: pet stores or aquariums, express parcel carriers, sea freight forwarded or other special focus activities approved by the Department. Special focus activities are then to be described under "Special Focus Description".

### ACCOUNTING GUIDELINES

Program cost estimates for high-risk exclusion activities conducted at optimal levels are to be estimated based upon the guidelines and definitions contained within the County Agricultural Commissioners' Annual Financial Statement Procedures Manual. This cost/hour figure is to be estimated from an average of the costs/hour for Fiscal Years 1999/2000, 2000/2001 and 2001/2002. A county may choose to use their established County Auditor approved hourly rate in lieu of the three-year average. This would be the rate charged an applicant for phytosanitary or other type of certification if such a rate is established.

### PROGRAM GUIDELINES

1. All inspections of high-risk terminal points are to be conducted as close to optimal service levels as is fiscally possible.
2. Optimal service level inspections are those conducted during the sort time(s) or before the last critical dispatch(s) of the facility monitored.
3. All high-risk shipments are to be inspected. Shipments not presenting a high risk that are moving through a high-risk facility may be monitored and inspected as time permits, but should not be included as a program cost or counted as a measure under this work plan.
4. A shipment is any amount of agriculturally regulated product/packages/potted plants from one specific shipper, in one shipment, sent to one specific consignee.

### OPTIMAL SERVICE LEVELS FOR PEST EXCLUSION TERMINAL INSPECTION FREQUENCY

FACILITY	OPTIMUM INSPECTION FREQUENCY
U.S. Postal Distribution Center, United Parcel Service & Federal Express	Daily during sort
Air Freight	Daily when appropriate after offloading
Truck Referrals (008) & (008a)	100 % of Referrals after offloading
Specialty Markets & Swap Meets	Monthly during normal county office hours
Post-Entry Quarantine	All Referrals – Four visits/year normal office hours

**EXHIBIT A**  
**SCOPE OF WORK**  
**Criteria for Work Plan**

The County of San Mateo agrees to perform high-risk inspection and enforcement activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by Chapter 573 (AB 1771), Statutes of 2000, Food and Agricultural Code Section 2282.5, and County High-Risk Pest Exclusion Program Guidelines incorporated in this scope of work.

The County will perform activities approved by the CDFA as described in the attached Estimate of High-Risk Pest Exclusion Activities, included in this attachment. Definitions of the key high-risk activities can be defined as follows:

Inspection work at Air Freight Facilities can include, but is not limited to:

1. County biologist(s) reviewing invoices for content origin/destination, checking packages for quarantine compliance, rejecting parcels that do not adhere to quarantine compliance, inspecting for high-risk pests ( i.e. exotic fruit flies, Japanese beetles, scales and mealy bugs, etc.)
2. Daily record keeping of inspections in regard to pest finds, writing reports referencing Report 4 and Report 4a to reflect daily record keeping entries, notifying the Interior Pest Exclusion Program of the presence of any significant pest finds, etc.

Inspecting shipments of fruits, vegetables, and propagative plant material is the highest priority. Inspecting shipments of cut flowers and greenery is a lower priority. As quarantine areas and commercial channels change, County biologist(s) shall prioritize high-risk inspection activities as appropriate to meet the changing needs.

The County's biologist(s) shall determine the time of day and week the inspections are to occur. If a County finds it necessary to deviate from its approved Work Plan, said County will notify the Interior Pest Exclusion Program of any changes.

The County shall submit monthly an itemized invoice on County letterhead, and a completed monthly Report 4a, a sample of each is included in this attachment. All Reports 4a's shall be submitted on Form #66-092a to the CDFA contract Manager. Send itemized invoices and monthly Report 4a's to:

The Department of Food and Agriculture  
Donnie M. Ereveillo  
Pest Exclusion Branch  
County High Risk Program  
1220 N Street, Room A-372, Sacramento, CA 95814.

Food and Agricultural Code of California

2282.5. (a) The development of work plans for allocation of the funding appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention shall be the responsibility of the department. The department shall establish criteria for the development of the work plans and for allocating the appropriated funds.

(b) Of the amount appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention, five million five hundred thousand dollars (\$5,500,000) shall be utilized solely for high-risk pest exclusion activities. The work plans for the exclusion of high-risk pests shall be developed by the department with the county agricultural commissioners and in consultation with affected industry representatives. In order to determine the effectiveness of high-risk pest exclusion programs in each county, the criteria established by the department for the work plan shall include, but need not be limited to, the following:

- (1) The number of high-risk plant shipments entering each county.
- (2) The number of high-risk entry points in each county.
- (3) The number of state action quarantine pests intercepted or detected annually in each county.
- (4) The work hours expended by each county in conducting exclusion of high-risk pests.
- (5) The rate of interceptions and rejections per inspection activity.

(c) To remain eligible for funding under this section, a county shall maintain its support of ongoing operational costs of the county agricultural commissioner programs listed in subdivision (b) of Section 2282, at 1997-98 fiscal year levels.

(d) Funds allocated for high-risk pest exclusion activities pursuant to subdivision (b) may not be expended for any purpose other than the exclusion or detection of high-risk pests consistent with the work plans prescribed in subdivision (a) or scientific evaluation. Funds allocated by each county on or after September 28, 1998, shall not be allocated to other programs listed in subdivision (b) of Section 2282 until the county work plan is approved by the department consistent with the funding appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention for this purpose.

# **SAMPLE INVOICE**

**(PLEASE SUBMIT ON YOUR COUNTY'S LETTERHEAD)**

**CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE  
ATTN: DONNIE M. EREVELLO  
COUNTY HIGH RISK PEST EXCLUSION PROGRAM  
1220 N STREET, ROOM A-372  
SACRAMENTO, CA 95814**

**2005/2006 HIGH RISK PEST EXCLUSION ACTIVITIES  
CONTRACT # \_\_\_\_\_**

**INVOICE FOR THE PERIOD FROM \_\_\_\_\_ TO \_\_\_\_\_, 2005/2006**

## **NEW ACTIVITY**

<b>ACTIVITY</b>	<b>HIGH-RISK</b>
<b>TOTAL HOURS</b>	
<b>COST PER HOUR</b>	
<b>TOTAL COST</b>	

\_\_\_\_\_  
**SIGNATURE OF COUNTY AGRICULTURAL COMMISSIONER**

State of California  
 Department of Food & Agriculture  
 Plant Health and Pest Prevention Services  
 Form # 66-092a (10/98)

REPORT NUMBER  
 4a  
 Monthly Report of County  
 High Risk Pest Exclusion Activities

Exhibit A  
 Attachment 5  
 County  
 Date:

Type	Premise Visits	Shipments Inspected	NOR's	A/Q Pest Interceptions	Hours
Post Office					
UPS					
Federal Express					
Air Freight					
Air Freight - forwarded					
Gypsy Moth					
Truck (008 Plants)					
Truck (008 Other)					
Specialty Markets					
Swap Meets					
Post Entry					
Other					
Other					
Comments					

**ESTIMATE OF HIGH-RISK PEST EXCLUSION ACTIVITIES**  
**FISCAL YEAR 2005/2006**  
**WORKPLAN**

Exhibit A

County  
**Los Angeles**

Cost per hour: **\$72.42**

Date: 7/1/05

Facility	No. of High-risk Facilities '05/06	Estimated Visits/Year '05/06	Estimated Hours/Visit '05/06	Estimated Hours/Year '05/06	Estimated Annual Cost '05/06
U S Postal Distribution C	-				\$0.00
United Parcel Service (e)	-				\$0.00
Federal Express	-				\$0.00
Air Freight*	15	4,447	1.00	4,772.12	\$345,600.00
Gypsy Moth (008A)	-				\$0.00
Specialty Markets	-				\$0.00
Truck Referrals (008) Plg	-				\$0.00
Truck Referrals (008) Ott	-				\$0.00
Swap Meets	-			0.00	\$0.00
Post Entry Quarantine	-				\$0.00
Other -Sea Freight	-				\$0.00
Other -Retail Nurseries	-				\$0.00
<b>Totals</b>	<b>15</b>	<b>4,447</b>	<b>1.00</b>	<b>4,772.12</b>	<b>\$345,600.00</b>

Note: Difference in dollar(s) amount may due to rounding-off.

**EXHIBIT B**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears. Invoices shall be submitted to the designated CDFA Contract Manager for this Agreement.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**EXHIBIT C**  
**(County Agreement)**

**GENERAL TERMS AND CONDITIONS, GTC-304**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical

disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the

violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. UNION ACTIVITIES For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

b) No state funds received under this agreement will be used to assist, promote or deter union organizing.

c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request.

**EXHIBIT D**  
(County Agreement)

**SPECIAL TERMS AND CONDITIONS**

**1. Excise Tax**

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

**2. Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

**3. Evaluation of Contractor- Consultant Contracts Only**

Per the Department of General Services (DGS), all contracts for consultant services of \$5,000 or more must be evaluated. The Contract/Contraction Evaluation, Form Std. 4, must be prepared by the program within 60 days of the completion of the contract. These evaluations shall remain on file by the Department (in a separate location from the contract file) for a period of 36 months.

**4. Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**5. Potential Subcontractors**

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**6. Right To Terminate**

The State reserves the right to terminate this Agreement without cause subject to 30 days written notice to the Contractor. However, this Agreement can be immediately terminated by the State for cause.

Contractor may terminate this Agreement for cause and be relieved of any further obligations subject to a 60-day written notice to the State, only if contractor can no longer perform its responsibilities or if the State fails to perform its responsibilities as provided herein. Upon such termination, the State shall be relieved of any further payments and this Agreement shall be cancelled.